

7/F, One Island East, 18 Westlands Road, Island East, Hong Kong



The AIG travel insurance policy has been amended to address certain situations pertaining to COVID-19. This means that for some benefits, cover is expanded to include losses occurring after COVID-19 was a known event and could reasonably have been expected to lead to a claim (which otherwise could have been excluded as set out in the General Exclusions section of the Policy). This Endorsement addresses what the Insured Person is and what the Insured Person is not covered for as it pertains to COVID-19.

Please note:

- This Endorsement will attach to and form part of the Policy.
- 2. This Endorsement is subject to all the provisions, limitations and exclusions of the policy except as they are specifically modified by this Endorsement. If any provision, limitation or exclusion in the policy is inconsistent with this Endorsement, the terms of this Endorsement shall prevail. Please note in particular the "GENERAL CONDITIONS" and "GENERAL EXCLUSIONS" sections of the policy.
- 3. All terms defined and references construed in the policy shall have the same meaning and construction in this Endorsement. Terms shown in bold in this Endorsement have defined meanings given to them in the **GENERAL DEFINITIONS** section of this Endorsement or the policy.

GENERAL DEFINITIONS

Quarantine means a restriction on movement or travel placed by a medical or governmental authority, in order to stop the spread of a communicable disease.

COVID-19 COVER

The policy will cover and the Company will pay up to the amount shown in the table below (or where applicable, in the table of benefits in the Policy) for claims relating directly to COVID-19, subject to the exclusions listed below and the terms and exclusions of the Policy.

	pay up to the amount shown in the table below (or where applicable, in the table of benefits in the exclusions listed below and the terms and exclusions of the Policy.
Medical Expenses Incurred Overseas & Emergency Medical Evacuation & Repatriation	If the Insured Person is diagnosed with COVID-19 whilst Overseas, The Company will pay up to HKD800,000 for the necessary and reasonable medical costs incurred during the Insured Person's trip, as a result of the Insured Person contracting COVID-19 during the Insured Person's Trip.
	Included within the Medical Expenses Incurred Overseas benefit limit of HKD800,000 above, if the Insured Person contract COVID-19 during the Insured Person's Trip, The Company will cover the cost of emergency evacuation if deemed medically necessary.
	This benefit includes the cost of returning the Insured Person's body or the Insured Person's ashes to Hong Kong up to the limit stated in the policy.
	The Company will not cover any loss if the Insured Person is travelling against a medical practitioner's or doctor's advice, or any claim arising from the Insured Person acting in a way that goes against the advice of a medical practitioner or doctor (including, but not limited to, travelling with COVID-19 symptoms).
	In all cases, The Insured Person or someone on the Insured Person's behalf must contact Our assistance department immediately.
Travel Cancellation & Travel Postponement	The Company will pay up to the amount shown in the table of benefits in the Insured Person's policy if the cancellation or postponement of the Insured Person's Trip, for which the Insured Person have paid under a contract and which is not refundable, is necessary and unavoidable as a result of the Insured Person or the Insured Person's Relative being diagnosed with COVID-19 prior to the scheduled Journey departure date
	The Company will not cover any Trip cancellation or Trip postponement solely due to epidemic- or pandemic-related travel advisories issued by governments, health authorities or the World Health Organization, by or for destination country or origin country.
	The Company will not cover any Trip cancellation or Trip postponement resulting solely from border closures, Quarantine or other government orders, advisories, regulations or directives.
	The Company will not cover Trip cancellations or Trip postponement if the Insured Person cancel the Journey because of disinclination to travel, change of mind or fear of travelling.
	The Company will not cover Trip cancellation or Trip postponement if an airline, hotel, travel agent or any other provider of travel and/or accommodation has offered a voucher or credit or re-booking of the Journey for cancellation refund or compensation.
	The Company will not cover any loss if the Insured Person is travelling against a medical practitioner's or doctor's advice, or any claim arising from the Insured Person acting in a way that goes against the advice of a medical practitioner or doctor (including, but not limited to, travelling with COVID-19 symptoms).
	The policy will only pay for a claim in respect of either Travel Cancellation or Travel Postponement for the same event, but not both.
Travel Curtailment	The Company will pay up to the amount listed in the table of benefits in the Insured Person's policy if the cutting short of the Journey is necessary and unavoidable because The Insured Person or the Insured Person's Relative is diagnosed with COVID-19 while travelling and need to return to Hong Kong earlier than planned. In that event, The Company will cover:
	 reasonable and necessary travel and accommodation expenses for which The Insured Person have paid, and which are not refundable. reasonable and necessary additional travel costs to return back to Hong Kong.
	The Company will not cover Trip curtailment resulting solely from border closures, Quarantine or other government orders, advisories, regulations or directives.

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Out-of-country COVID-19 Diagnosis Quarantine Allowance (New Benefit)	The Company will not cover any loss if the Insured Person is travelling against a medical practitioner's or doctor's advice, or any claim arising from the Insured Person acting in a way that goes against the advice of a medical practitioner or doctor (including, but not limited to, travelling with COVID-19 symptoms). The Company will pay up to HKD500 per day as specified in the table below according to the Insured Person's Selected Plan, per person for up to 14 consecutive days, if while Overseas, The Insured Person test positive for COVID-19, and as a result are unexpectedly placed into mandatory Quarantine outside Hong Kong.		
	Overseas Quarantine Allowance		
	Allowance per day HKD500		
	The Company will pay the amount specified above to cover reasonable and necessary accommodation costs, meals or other expenses directly related to Quarantine.		
	This benefit will not apply where Quarantine measures are mandatory for all arriving passengers or Quarantine mandates exist for all passengers from a particular country/region of origin.		
	The Company will not cover any loss if the Insured Person is travelling against a medical practitioner's or doctor's advice, or any claim arising from the Insured Person acting in a way that goes against the advice of a medical practitioner or doctor (including, but not limited to, travelling with COVID-19 symptoms).		
	Any claim for Out-of-country COVID-19 Diagnosis Quarantine Allowance shall be offset against any amount The Company have paid or are liable to pay under Travel Cancellation, Travel Postponement, Travel Curtailment in respect of the same event.		
ASSISTANCE SERVICES	Please note: Expenses incurred from third-party vendors as The Companyll as AIG administrative case fees for assistance services not covered as part of this insurance plan are the responsibility of the Policyholder (see policy fulfillment for assistance contact details).		
Denied boarding due to fever or other medical concern	An AIG staff member will be available to discuss next steps and options. If necessary, The Company will provide assistance with making a medical appointment, booking hotel accommodation and/or return flight to Hong Kong when the Insured Person is medically cleared to fly. For contact details, please refer to the Policy.		
Denied entry to country due to fever or other medical concern	The Company will provide assistance with making a medical appointment, booking hotel accommodation and/or a return flight to Hong Kong when the Insured Person is medically cleared to fly. For contact details, please refer to the Insured Person's policy.		
Feel ill while traveling internationally (To access benefits, the Insured Person must contact Our assistance department immediately)	An AIG staff member will be available to discuss the Insured Person's options. The Company will provide assistance with making a medical appointment, booking hotel accommodation and/or return flight to Hong Kong when the Insured Person is medically cleared to fly. For contact details, please refer to the Insured Person's policy.		

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7/F, One Island East, 18 Westlands Road, Island East, Hong Kong T 852 3666 7022

24-Hour Emergency Assistance 852 3516 8699

TravelEase (Round-Trip)

Travel Insurance Terms and Conditions

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto, AIG Insurance Hong Kong Limited (hereinafter called -the CompanyII) agrees to provide insurance to the Insured Person(s) named in the Insurance Confirmation issued in relation to a Journey that commenced and occurred within the Period of Insurance subject to terms and conditions of this Policy (hereinafter called "insured Journey") and promises to pay indemnity for loss to the extent provided herein.

The Insurance Confirmation, Travel Insurance Terms and Conditions and endorsements (if any), shall constitute the entire contract of insurance (hereinafter called the -Policy II)

This insurance is only valid for conventional vacation or business trips (administrative duty only) and shall not apply to persons undertaking expeditions, treks or similar Journeys. This insurance only covers Journeys which commence from Hong Kong.

SECTION 1 - EMERGENCY MEDICAL EXPENSES AND ASSISTANCE

1a Medical Expenses

Under this Section, if the Insured Person sustains an Injury or Sickness during the insured Journey and as a result the Insured Person incurs medical expenses for treatment of the said Injury or Sickness prior to his/her return to Hong Kong, the Company shall reimburse the Insured Person up to the Maximum Benefit stated in the Schedule of Benefits for that portion of the medical expenses which (i) are incurred by the Insured Person within one-hundred and eighty two (182) days from his/her first sustaining the said Injury or Sickness; and (ii) constitute Usual, Reasonable and Customary Medically Necessary Expenses.

- Follow-up Médical Expenses

In the event that the **Insured Person**, following his/her return to **Hong Kong**, requires follow-up medical treatment for the Injury or Sickness referred to above (i.e. in addition to the treatment for the Injury or Sickness received prior to the Insured Person's return), then the Company shall also reimburse the Insured Person up to the Maximum Benefit stated in the Schedule of Benefits for that portion of the follow-up medical expenses which i) are incurred within 3 months of the Insured Person's return to Hong Kong and ii) constitute Usual, Reasonable and Customary Medically Necessary Expenses charged by a Qualified Medical Practitioner practising western medicine. This Follow-up Medical Expenses benefit shall also be extended to cover the **Medically Necessary Expenses** incurred for the same purpose paid to **Chinese Medicine Practitioner** subject to an aggregate limit of HK\$1,800 and a per visit and per day

In no event, however, shall the total amount payable under this Section 1a (Medical Expenses) exceed 100% of the Maximum Benefit as stated in the Schedule of Benefits.

1b. Emergency Medical Evacuation

When as a result of an Injury sustained or Sickness commencing while the Insured Person is traveling overseas during the insured Journey and if in the opinion of the Company or its authorized representative, it is medically appropriate to move the Insured Person to another location for medical treatment, or to return the Insured Person to Hong Kong or his/her habitual residence, the Company or its authorized representative shall arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of the Insured Person's physical condition. The Company shall pay directly to the medical service provider the covered expenses up to the Maximum Benefit stated in

the **Schedule of Benefits** for such evacuation.

Covered expenses are expenses for services provided and/or arranged by the Company or its authorized representative for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of an Insured Person.

The means of evacuation arranged by the Company or its authorized representative may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by the Company or its authorized representative and will be based

The Insured Person or a person on his/her behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

1c. Repatriation of Remains
When, as a result of an Injury sustained or Sickness commencing while the Insured Person is traveling during the insured **Journey**, the **Insured Person** dies during the course of the insured **Journey**, the Company or its authorized representative shall make the necessary arrangements for the return of the **Insured Person**'s remains to **Hong Kong** or his/her habitual residence. The Company shall pay the actual cost incurred up to the Maximum Benefit stated in the Schedule of Benefits for such repatriation.

In addition, the Company shall reimburse up to the Maximum Benefit stated in the Schedule for expenses actually incurred at the place of death outside Hong Kong for the cost of a casket, the embalming and cremation process rendered by a mortician or undertaker.

The Insured Person or a person on his/her behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

1d. Overseas Hospital Cash
The Company will pay the Insured Person the sum specified in the Schedule per one (1) day of overseas Hospital Confinement up to the Maximum Benefit as stated in the Schedule of Benefits in the event that the Insured Person is Confined in an overseas Hospital due to an Injury or Sickness sustained during the insured Journey.

1e. Hospital Visitation and Compassionate Visit

The Company will pay the Insured Person up to the Maximum Benefit stated in the Schedule of Benefits for the reasonable additional travel ticket and/or Accommodation necessarily incurred by one (1) adult Immediate Family Member or one (1) Traveling Companion of you to fly over or stay behind, to be with and/or take care of him/her, following the death, Serious Injury or Serious Sickness of him/her during the Journey. This coverage can only be utilised once during the Journey.

1f. Emergency Telephone and Internet Charges

The Company will pay the **Insured Person** up to the **Maximum Benefit** stated in the **Schedule of Benefits** for telephone charges the **Insured Person** incur for the use of his/her or a third party's personal mobile phone, any internet use or a phone using a standard LAN line connection, for the sole purpose of contacting ATAP during a medical or travel emergency. The Company will verify the call requirement and costs with ATAP before any payment is made.

If the Insured Person was required to purchase a prepaid card for this purpose then the Company will pay the Insured Person the cost of such card but only up to the amount which is reasonable, necessary and appropriate for the intended use. In no event will the total amount payable under this Section 1f (Emergency Telephone Charges and Internet Use) exceed the Maximum Benefit stated in the Schedule of Benefits.

The Company will pay the Insured Person up to the Maximum Benefit stated in the Schedule of Benefits, the reasonable additional Accommodation and/or travel ticket for one (1) Immediate Family Member or one (1) Traveling Companion to accompany your legitimate child(ren) aged under fifteen (15) back to Hong Kong in the event of death or Confinement of him/her in an overseas Hospital due to Serious Injury or Serious Sickness, and where no other Immediate Family Member or Traveling Companion is available to accompany his/her child(ren).

Exclusions Applicable to Section 1 - Emergency Medical Expenses & Assistance No benefits will be provided:

- For surgery or medical treatment if it is in the opinion of the Qualified Medical Practitioner treating the Insured Person that the treatment can be reasonably delayed until the Insured Person returns to HongKong.
- If the purpose of the insured Journey is to obtain medical treatment or the insured Journey is undertaken against

the Qualified Medical Practitioner's recommendation.

- 3. For any expenses incurred for services provided by another party for which the **Insured Person** is not liable to pay, or any expenses already included in the cost of a scheduled insured **Journey**.
- For failure to obtain a written medical report from the Qualified Medical Practitioner.
- If the Insured Person refuses to follow the recommendation of a Qualified Medical Practitioner to return to Hong Kong or to continue the insured Journey whilst the Insured Person's physical condition at the time of
- recommendation is fit for travel.

 For any expenses for a service not approved and arranged by the Company or its authorized representative except that this exclusion shall be waived in the event the Insured Person cannot contact Travel Guard Assistance Hotline during an emergency medical situation for reasons beyond their control. In any event, the Company reserves the right to reimburse the **Insured Person** only for those expenses incurred for service which the Company or its authorized representative would have provided under the same circumstances. (For Section 1b. Emergency Medical Evacuation only).
- For any expenses incurred for the transportation of the Insured Person's remains not approved and arranged by the Company or its authorized representative. (For Section 1c. Repatriation of Remains only). For the follow up treatment expenses obtained outside **Hong Kong**.
- For any additional cost of single or private room **Accommodation** at a **Hospital** or charges in respect of special or private nursing, non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipment
- For any cosmicis surgery, refractive errors of eyes, hearing-aids, and prescriptions therefor except necessitated by accidental **Injury** occurring during the insured **Journey**.

SECTION 2 - PERSONAL ACCIDENT

2a. Accidental Death and Disablement

The benefit under this Section is payable to the **Insured Person** who suffers an **Injury** during the insured **Journey** which, directly and independently of all other causes, shall result in any Event provided in the Benefit Table hereunder, but only to the extent and if such Injury results in the Event happening within ninety (90) days after the date of the Accident.

Benefit Table

EVENTS	
Accidental Death and Disablement	Percentage of Principal Sum
1. Death	100%
2. Permanent Total Disablement	100%
Permanent and incurable paralysis of all limbs	100%
Permanent total Loss of Sight of one eye or both eyes	100%
5. Loss of or the Permanent total Loss of Use of one limb	100%
6. Loss of or the Permanent total Loss of Use of two limbs	100%
7. Loss of Speech and Loss of Hearing	100%
Permanent total Loss of Hearing in:	
(a) both ears	75%
(b) one ear	15%

Compensation:

- If more than one (1) of the above Events are applicable, only the Event with the highest compensation (i.e. the highest **Percentage of Principal Sum**) will be payable under this Section and in any event shall not exceed the **Maximum Benefit** stated in the **Schedule of Benefits**.
- The insurance for any **Insured Person** under this **Policy** shall be terminated upon the occurrence of any loss for which indemnity is payable under any one (1) of the above Events, but such termination shall be without prejudice to any claim originating out of the Accident causing suchloss.
- When a limb or organ which had been partially disabled prior to the Accident covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Principal Sum payable shall be determined by the Company having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of a limb or organ which was permanently disable prior to the

Exposure – If by the reason of any covered Accident occurring during the insured Journey, the Insured Person is unavoidably exposed to the elements (including but not limited to prolonged and rigorous weather or environmental conditions) and as a direct and unavoidable result of such exposure sustains death, loss or disablement within twelve (12) months from the date of **Accident**, the Company will pay in accordance with the Events as stated in the Benefit Table under Section 2 hereinabove.

Disappearance - If the Insured Person disappears as a result of the disappearance, sinking or wrecking of the Common Carrier caused by an Accident in which the Insured Person was traveling at the time of the Accident during the course of the insured Journey and remains missing after twelve (12) months from the date of the Accident, and the Company has reason to believe that the **Insured Person** has died in the **Accident**, the Company will pay the Personal **Accident** benefit, subject to receipt of a signed undertaking by the personal representative of the **Insured** Person's estate that any such payment shall be refunded to the Company if it is later discovered that the Insured Person did not die as a result of the Accident.

<u>Free Coverage for Accompanying Infant</u>
This section is extended to cover the **Accompanying Infant** up to the **Maximum Benefit** as stated in the **Schedule of**

2b. Accidental Death and Disablement

The benefit under this Section is payable to the Insured Person if he/she suffer an Injury while riding as a fare paying passenger (and not as pilot, operator or crew member) in or on, or while boarding or alighting from any Common Carrier at the time of Injury during the Journey which, directly and independently of all other causes, results in any Event provided in the Benefit Table in Section 2a, but only to the extent and if such Injury results in such Event happening to the Insured Person within ninety (90) days after the date of the Accident.

This Section is extended to cover an Injury sustained by the Insured Person while riding on, boarding or alighting from a carrier arranged by a travel agent or while the **Insured Person** is driving or riding in an automobile at the time of **Injury** during the **Journey** which, directly and independently of all other causes, results in any Event provided in the Benefit Table in Section 2a, but only to the extent and if such Injury results in such Event happening to him/her within ninety (90) days after the date of the accident.

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Exclusion Applicable to Section 2 - Personal Accident

1. For the purpose of Section 2, in no event shall the Company be liable to pay for any loss caused by an Injury or otherwise which is a consequence of any kind of disease or Sickness.

SECTION 3 - TRIP CANCELLATION AND INTERRUPTION

3a. Trip Cancellation

The Company shall reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for loss of Hong Kong Airlines ticket fare and Accommodation paid in advance by the Insured Person and for which the Insured Person is legally liable and which is not recoverable from any other source consequent upon the cancellation of the insured **Journey** necessitated by the occurrence of any of the following, within the period of ninety (90) days before the Departure Date of the insured **Journey** (except for sub-paragraphs (iii) and (iv) below):

- Death or Serious Injury Or Serious Sickness of the Insured Person, Traveling Companion and/or Immediate Family Member
- Witness summons, jury service or Compulsory Quarantine of the Insured Person;
- Sudden occurrence of strike by the employees of the Common Carrier, unanticipated outbreak of riot or civil commotion or epidemic within the period of one (1) week before the departure date of the planned insured
- Serious damage to the Primary Residence of the Insured Person or Traveling Companion in Hong Kong from fire, flood, earthquake or similar natural disasters within the period of one (1) week before the departure date of the planned insured Journey which requires the Insured Person's presence in the premises on the departure date of the insured Journey.

This coverage under Section 3a (Trip Cancellation) shall not be valid once the Insured Person has commenced the insured Journey,

3b. Trip Curtailment
The Company shall reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for the forfeited Hong Kong Airlines ticket fare and Accommodation where the Insured Person has to terminate and cut short the insured Journey and return to Hong Kong as a result of the following reasons:

- Death, Serious Injury Or Serious Sickness or hijacking of the Insured Person or Close Business Partner,
 Death, Serious Injury Or Serious Sickness of the Insured Person's Immediate Family Members or Traveling
- Sudden occurrence of strike by the employees of a Common Carrier, unanticipated outbreak of riot or civil commotion, natural disasters, or epidemic which prevents the **Insured Person** from continuing with his/her

This coverage Section 3b (Trip Interruption) is effective only if this insurance is purchased before the Insured Person becomes aware of any circumstances which can lead to the disruption, interruption or cancellation of the insured Journey.

3c. Compulsory Quarantine

The Company shall reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for the amount of forfeited Hong Kong Airlines ticket fare and Accommodation after the commencement of the insured Journey where the Insured Person is Compulsority Quarantined due to suspected exposure to Pandemic Influenza

Compulsory Quarantine payable under Section 3c in relation to the amount of forfeited Hong Kong Airlines ticket fare will be calculated in proportion to the number of quarantined days during the insured Journey.

Exclusions Applicable to Section 3 - Trip Cancellation And Interruption

No benefits will be provided for any loss:

- That is covered by any existing insurance scheme, government program, or which will be paid or refunded by any **Common Carrier**, travel agent or any other provider of transportation and/or **Accommodation**.
- That is caused directly or indirectly by government regulations or control, bankruptcy, liquidation or default of travel agencies, tour operator and/or Common Carrier.
- That arises from any circumstances leading to the cancellation and/or disruption of his/her insured Journey before the purchase of this travel insurance.
- That directly or indirectly arises from the Insured Person's failure to notify the travel agent/ tour operator or provider of transportation or **Accommodation** immediately if it is necessary to cancel or curtail the travel arrangement for the reasons set out in sub-paragraphs i. to iii. of Section 3a (Trip Cancellation) or sub-paragraphs i. to ii of Section 3b (Trip

If the **Insured Person** fails to produce to the Company a written confirmation containing the information issued by the government or other relevant authorities regarding the **Compulsory Quarantine**, including but not limited to the quarantined period and the reason for such quarantine.

SECTION 4 - DELAY COVERAGE

4a, Flight Delay

The Company shall pay HK\$300 for each full ten (10) hours of delay up to the Maximum Benefit as stated in the Schedule of Benefits in the event that the Common Carrier arranged by Hong Kong Airlines for the Insured Person to travel is delayed for at least ten (10) hours from the departure time specified in the itinerary, provided by the Hong Kong Airlines to the Insured Person, where such delay is caused directly by inclement weather, natural disaster, equipment failure, hijack or strike by the employees of the Common Carrier during the insured Journey.

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

This coverage is effective only if this insurance is purchased before the announcement of any eventor occurrence leading up to the relevant delay of the **Common Carrier** by the authorized representative / management of the **Common Carrier**.

Exclusions Applicable to Section 4a – Flight Delay No benefits will be provided for:

- Any loss arising from failure of the Insured Person to obtain written confirmation from the Common Carrier on the number of hours of and the reason for such delay.
- Any loss arising from any event or occurrence leading up to the relevant delay which is announced before this insurance is purchased.
- Any loss arising from late arrival of **Insured Person** at the airport or port (i.e. arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike by the employees of the Common Carrier).
- Any loss arising from failure of **Insured Person** to get on-board the first available alternative transportation offered by the administration of the relevant Common Carrier.

The Company shall pay up to the Maximum Benefit as stated in the Schedule of Benefits for the actual expenses incurred for emergency purchase of essential items or requisites in consequence of temporary deprivation of the **Insured** Person's baggage for full ten (10) hours from the time of arrival at the destination due to the misdirection in delivery of the baggage by the Hong Kong Airlines Common Carrier on or in which the Insured Person is traveling during the insured Journey. This benefit can only be utilized once during the insured Journey.

Exclusions Applicable to 4b - Baggage Delay

No benefits will be provided:

1. For the failure of the **Insured Person** to obtain written confirmation from the **Hong Kong Airlines** as to the number of hours and the reason for such delay.

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With respect to any of the Insured Person's baggage which the Insured Person either intentionally sent by a different Common Carrier than the one in which the Insured Person was traveling, or with respect to any baggage, souvenir or other items which the Insured Person mailed or shippedseparately..

Any loss claimed under Section 5a (Baggage and Personal Effects) arising from the samecause

SECTION 5 - PERSONAL EFFECTS

5a, Baggage and Personal Effects

The Company will pay the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for loss of or damage to baggage, clothing and personal effects, worn, carried by the Insured Person by hand, in trunks, suitcases and like receptacles owned by the **Insured Person** occurring during the insured **Journey** as a direct result of theft or an attempted theft. If any damaged article is proven to be beyond economical repair, a claim will be dealt as if the article had been lost. The Company shall not be liable for more than HK\$2,000 in respect of any one (1) article, pair or set of articles. The Company may make payment or at its opinion reinstate or repair the article, pair, or set of articles subject to due allowance for wear and tear.

Exclusions Applicable to Section 5a. - Baggage and Personal Effects

- No benefits will be provided for:

 1. The following classes of property: business goods or sample, foodstuffs, animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, any other conveyances, household furniture, antiques, jewelry or accessories, mobile phone (including PDA phone and other accessories), money (including checks, traveler's checks, etc), plastic money (including the credit value of credit card, Octopus cards, etc), securities, tickets or documents.
- Any loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process initiated by the Insured Person to repair, clean or alter any property.
- Any loss of or damage to hired or leased equipment
- Any loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Terrorist Act or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; or from action taken by any Government or Public Authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate such property; or in respect of any property which is contraband or which is or has been illegally transported ortraded.
- Any loss or damage to property insured under any other insurance, or which could be reimbursed for by a Common Carrier, a hotel, and any service providers or otherwise.

 Any loss of or damage to property which function normally after it has been fixed or repaired by a third party.
- With respect to any of the Insured Person's baggage which the Insured Person either intentionally sent by a different Common Carrier than the one in which the Insured Person was traveling, or with respect to any baggage, souvenir or other items which the **Insured Person** mailed or shippedseparately.

 Any loss of the **Insured Person**'s baggage when it is left unattended in public place or as a result of the **Insured**
- Person's failure to take due care and precautions for the safe guard and security of such property.
- Any loss of data recorded on tapes, cards, diskettes orotherwise.
- Breakage or damage to fragile articles.
- Any loss or damage while in the custody of a hotel or Common Carrier, unless reported immediately on discovery in writing to such hotel or Common Carrier within three (3) days and a Property Irregularity Report is obtained in the case of the event occurred in an airline.
- Any loss not reported to the police within twenty-four (24) hours from occurrence of the incident and such police report is not obtained at the place of loss.
- Any loss claimed under Section 4b (Baggage Delay) arising from the same cause;
- Loss by any mysterious disappearance. Shortage due to error, omission, exchange or depreciation invalue.

Receipts of the claimed items submitted which are not in the Insured Person's name.

5b. Loss of Travel Documents
In the event that the Insured Person loses his/her travel documents and/or travel tickets during the insured Journey as a
direct result of robbery, burglary or theft, the Company will reimburse the insured Person up to the Maximum Benefit as
stated in the Schedule of Benefits for the replacement cost for travel documents and/or travel tickets.

Exclusions Applicable for Section 5b - Loss of Travel Documents

No benefits will be provided for any loss:

- In respect of loss not reported to the police within twenty-four (24) hours from the occurrence of the incident and for which such police report is not obtained at the place of loss.
- In respect of loss of any travel document and/or visa and/or travel tickets which is not needed to complete to the insured Journey
- For loss by any mysterious disappearance.
- In respect of loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Terrorist Act or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; or from action taken by any Government or Public Authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate any property; or in respect of any property which is (or represents the proceeds of) contraband or which is or has been illegally transported or traded (or represents the proceeds of such actions).

For both the temporary and permanent versions of the same travel document. In the event of such loss, an Insured Person may claim either one (1) version but not both.

5c Personal Money

The Company will reimburse the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for the loss of cash, bank notes, traveler's check and money order as a direct result of robbery, burglary or theft occurring during the insured **Journey**. This reimbursement is subject to the condition that the relevant loss must have been reported to the police at the place of the loss within twenty-four (24) hours from the occurrence of the incident and any such claim must be accompanied by written documentation and report from such police.

Exclusions Applicable to Section 5c - Personal

- Money No benefits will be provided:

 1. In respect of any form of the plastic money (including any credit card, Octopus cards, etc) or securities.
- If the loss is not reported to the police within twenty-four (24) hours from the occurrence of the incident and such
- police report is not obtained at the place of loss.

 In respect of shortage due to error, omission, exchange or depreciation in value.
- In respect of loss of traveler's checks where such loss is not immediately reported to the local branch or agent of the issuing authority.
- For loss by any mysterious disappearance.

In respect of loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, **Terrorist Act** or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; or from action taken by any Government or Public Authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate such cash, bank notes, check or money; or in respect of any cash, bank notes, check or money which is (or represents the proceeds of) contraband or which is or has been illegally transported or traded (or represents the proceeds of such actions).

5d. Fraudulent Credit Card Use

The Company will reimburse the Insured Person up to the Maximum Benefit stated in the Schedule of Benefits for his/her non-recoverable legal liability for payment arising out of the unauthorised use of his/her credit cards and/or the cost replacing credit cards if the credit cards are stolen by any person other than his/her Immediate Family Member, Close business partner or Traveling Companion during the Journey. This reimbursement is subject to the condition that the relevant loss must have been reported to the police and credit card provider at the place of the loss within twenty-four (24) hours from the occurrence of the incident and any such claim must be accompanied by written documentation and report from such police and the credit card provider.

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SECTION 6 - PERSONAL LIABILITY

The Company shall indemnify the **Insured Person** up to the **Maximum Benefit** as stated in the **Schedule of Benefits** for legal liability to a third party arising during the insured **Journey** as a result of:

- death or accidental bodily Injury to a third party;

2 accidental loss of or damage to property of a thirdparty.

However, the **Insured Person** must not make any offer or promise of payment or admit his/her fault to any other party, or become involved in any litigation without the Company's written approval.

Exclusions Applicable to Section 6 - Personal Liability

No benefits will be provided for:

- Property of any person who is the Insured Person, Insured Person's Immediate Family Member or employer or deemed by law to be his/her employee.
- Liability to any person who is the Insured Person's Immediate Family Member or employer or deemed by law
- 3 Property which belongs to the Insured Person or is in his/her care of custody or control.
- Any liability assumed under contract.
- Liability relating to the willful, malicious, or unlawful act on the part of the **Insured Person**.

 Liability arising from the ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals. 6.
- Liability arising from the undertaking of any trade, business or profession.
- 8 Liability arising from any criminal acts.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

THE COMPANY WILL NOT PAY UNDER ANY SECTION OF THIS POLICY FOR LOSS, INJURY, DAMAGE OR LIABILITY SUFFERED AND/OR SUSTAINED BY OR ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF OR IN CONNECTION WITH ANY OF THEFOLLOWING:

- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military
- Any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, North Korea, or the Crimea region.

 Any clam, loss, injury, damage or legal liability suffered or sustained by residents of Cuba, Iran, Syria, North
- Korea, or the Crimea region.
- The Company will not be deemed to provide cover and the Company will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company, the Company's parent company or ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.
- 5 An Insured Person who is:
 - a Terrorist;
 - a member of a Terrorist organization;
 - a narcotics trafficker; or
 - a purveyor of nuclear, chemical or biological weapons;
- Any illegal or unlawful act by the **Insured Person** or confiscation, detention, destruction by customs or other authorities; Any prohibition or regulations by any government (except where a government is subjecting an **Insured Person**
- to Compulsory Quarantine as covered under Section 3a(ii) and 3c), any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under this insurance following the warning of any intended strike by the employees of a Common Carrier, riot or civil commotion, inclement weather, natural disasters, orepidemic:
- Any Terrorist Act except for Section 1 (Emergency Medical Expenses and Assistance) and Section 2 (Personal
- The Insured Person is not taking all reasonable efforts to safeguard his/her property/money, to avoid Injury or to minimize any claim under this insurance;
- 10 Riding or driving in any kind of motor racing, competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as a source of income;
- 11. Any loss which has connection with the effects of alcohol or drugs other than those prescribed by a Qualified Medical Practitioner:
- Pregnancy or childbirth, and any **Injury** or **Sickness** associated with pregnancy or childbirth; Suicide or attempted suicide or intentional self-Injury, or self-exposure to needlessperil; 13.
- Any Pre-Existing Condition, congenital and heredity condition;
- 15 AIDS or any Injury or Sickness commencing in the presence of a sero positive test for HIV and related disease, sexually transmitted disease;
- Psychosis, sleep disturbance disorder, mental or nervous disorders;
- The **Insured Person** engaging in naval, military or airforce service or operations; armed force service; being as a crew member or an operator of any air carrier; testing of any kind of conveyance; engaging in any kind of 17. labor work; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives; performing as actor/actress; being a site worker, fisherman, cook or kitchen worker; tour
- Any medical treatment received during an insured **Journey** which was made for the purpose of receiving medical treatment or if the insured **Journey** was undertaken while the **Insured Person** was unfit to travel; or the Insured Person is traveling against the advice of a Qualified Medical Practitioner;

 Any loss and expenses that can be reimbursed or recovered from any other source except for Section 1d
- (Overseas Hospital Cash), Section 2 (Personal Accident) and Section 4a (FlightDelay);
- Arising from nuclear explosion including all effects thereof or radioactive contamination caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and for ongoing combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.

DEFINITIONS

- 'Accident" means an unforeseen and involuntary event which causes an Injury during an insured Journey.
- "Accommodation" means room charge only.
 "Accompanying Infant" means the Insured Person's accompanying infant named in the confirmation slip of the Hong Kong Airlines air ticket for the insured Journey.
 "Acquired Immune Deficiency Syndrome" or "AIDS" shall have the meanings assigned to it by the World Health
- Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV) Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a sero-positive test
- "Chinese Medicine Practitioner" shall mean any Chinese bonesetter, acupuncturist or Chinese medicine practitioner who is legally registered as a Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap 549, Laws of Hong Kong), but excluding a Chinese Medicine Practitioner who is the Insured Person or an Immediate Family
- Member of the Insured Person.

 "Close Business Partner" shall mean a close business partner of an Insured Person proved as such to the satisfaction of the Company on the basis of business registration or corporate registration documentation acceptable to the Company. "Common Carrier" shall mean 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 offare-paying passengers, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules. For avoidance

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of doubt, -Common CarrierII includes Hong Kong Airlines Common Carrier.

"Compulsorily Quarantined" or "Compulsory Quarantine" means the Insured Person is ordered to be quarantined compulsorily by the government or other relevant authorities.

"Confinement" or "Confined" means the period the Insured Person is registered as an in-patient in a Hospital because of a medical necessity under the professional care of a Qualified Medical Practitioner and which the Hospital levies a charge for room and board for the treatment of an **Injury** or **Sickness** for such confinement.

"Effective Date" means either 1) the issue date of the Policy or 2) the date the Trip Cancellation benefit becomes effective, whichever is later.

"Hong Kong" means the Hong Kong Special Administrative Region.

"Hong Kong Airlines" means Hong Kong Airlines Limited. -HKA Holidays Tour Package Cost" means the total cost of an official HKA holiday tour package (including but not limited to air ticket fare and Accommodation cost) which is paid to and arranged by HKA Holidays Limited

"Hospital" shall mean a hospital (other than an institution for the aged, chronically ill or convalescent rest or nursing home or a place for alcoholics or drug addicts, or for any similar purpose) operated pursuant to law for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery and having 24 hours nursing service and medical supervision.

"Immediate Family Member" means Insured Person's spouse, parent, parent-in-law, grandparent, son or daughter,

brother or sister, grandchild, legal guardian.
"Injury" shall mean the bodily injury sustained in an Accident directly and independently of all other causes

"Insured Person" shall mean the Insured Person(s) named in the Insurance Confirmation or subsequently endorsed herein.

"Journey" wherever used in this Policy shall mean the journey with the period of travel commencing from the Insured Person leaves the Hong Kong immigration counter on the departure date for the purpose of commencement of his/her insured Journey and until the expiry of the period of travel as specified in the Insurance Confirmation or the Insured Person's arrival at any immigration counter for returning to Hong Kong after the insured Journey, whichever first occurs. "Loss of" or "Loss of Use" shall mean the Permanent total functional disablement or complete and permanent physical severance through or above the wrists or ankle joints, and as used with reference to eyes, shall mean the entire and irrecoverable loss of sight.
"Loss of Hearing" shall mean Permanent irrecoverable loss of hearing where:

Ifb db - Hearing loss at 1,000 db - Hearing loss at 4,000 db - Hearing loss at 500 Hertz Hertz If c db - Hearing loss at 2,000 Hertz lf d Hertz 1/6 of (a+2b+2c+d) is above 80dB.

"Loss of Sight" shall mean the entire and irrecoverable loss of sight.

"Loss of Speech" shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.

"Malignant Neoplasm" shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency Syndrome.

"Maximum Benefit" means the maximum benefit amount of each of the benefits covered under this Policy as stated in the Schedule of Benefits

"Medically Necessary Expenses" means expenses incurred and paid by the Insured Person to a legally Qualified Medical Practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury, and excluding any expenses incurred under Section 1b (Emergency Medical Evacuation) and Section 1c (Repatriation of Remains) of this **Policy**. All treatment must be prescribed by a **Qualified Medical Practitioner** in order for expenses to be reimbursed under this Policy. Provided that in the event an Insured Person becomes entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such

"Opportunistic Infection" shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

"Pandemic Influenza" means an epidemic of an influenza virus that spreads on a worldwide scale and infects a large proportion of human population to the extent that the World Health Organization has announced that the level of Epidemic and Pandemic Alert and Response is phase 5 or above.

"Percentage of Principal Sum" is the Percentage of Principal Sum as stated in the Benefit Table in Section 2 (Personal Accident) herein used to calculate the compensation payable.

"Period of Insurance" means the period between the Departure Date and Insurance Expiry Date as stated in the Insurance Confirmation attached to this Policy.
"Permanent" shall mean lasting twelve (12) consecutive months from the date of an Accident and at the expiry of the twelve

(12) months period being beyond any hope of improvement.
"Permanent Total Disablement" shall mean disablement which commences ninety (90) days from the date of the

Accident and which is Permanent and which entirely prevents an Insured Person from attending to any business or gainful occupation of any and every kind or if he/she has no business or occupation from attending to any duties, which would normally be carried out by him/her in his/her daily life.

"Pre-existing Condition" means any condition for which the Insured Person or Immediate Family Member received from or were recommended by a Qualified Medical Practitioner prior to the Effective Date of this Policy for: a) any

b) any diagnosis; c) any consultation; or d) any prescribed drugs leading to a claim under this **Policy**; or any **Symptom** which existed prior to the **Effective Date** leading to a claim under this **Policy**.

"Primary Residence" means the primary house or building permanently occupied by the Insured Person for the sole purpose of private dwelling.

"Principal Sum" means the Maximum Benefit.

"Qualified Medical Practitioner" shall mean any person legally authorized by the Government with jurisdiction in the geographical area of his or her practice to render medical or surgical service, but excluding a qualified medical practitioner who is the Insured Person or an Immediate Family Member of the Insured Person.

"Schedule of Benefits" means the Schedule of Benefits under the Policy Schedule attached to the Policy and may be amended by the Company from time to time.

"Serious Injury Or Serious Sickness" means an Injury or Sickness for which the Insured Person requires treatment and which is certified by a Qualified Medical Practitioner as being dangerous to life and as rendering the Insured Person until to travel or continue with his/her original insured Journey. When Serious Injury Or Serious SicknessII is applied to the Insured Person's Immediate Family Member(s), it shall mean Injury or Sickness for which the Insured Person's Immediate Family Member requires treatment and certified by a Qualified Medical Practitioner as being dangerous to life and which results in the Insured Person's discontinuation or cancellation of his/her original insured

"Sickness" means a sickness or disease which is contracted during the insured Journey directly and independently of any other cause and which commences during the insured Journey.

"Symptom" means a sign or an indication of disorder or disease experienced by an individual.

"Terrorist" or member of a Terrorist organization shall mean any person who commits, or attempts to commit, a Terrorist Act or who participates in or facilitates the commission of a Terrorist Act and/or is verified or recognized or designated by any government or authority or committee as a terrorist.

"Terrorist Act" shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorist Act also includes any act, which is verified or recognised by the (relevant) Government as an act of terrorism.

"Traveling Companion" shall mean the person who is accompanying the Insured Person for the whole insured Journey. "Usual, Reasonable And Customary" shall mean an expense which: (1) is charged for treatment, supplies or medical services medically necessary for caring of Insured Person(s) under the care, supervision, or

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order of a Qualified Medical Practitioner; (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed. "War" shall mean war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

GENERAL CONDITIONS

- At the time this insurance becomes effective, the Insured Person must be fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the insured Journey, otherwise any claim could
- No refund of premium is allowed once the Policy has been issued.
- Upon issuance of the **Policy**, all the insurance details, including the Insured Persons, Departure Date, Insurance Expiry Date and Destinations, are confirmed and final and cannot be changed.
- During the Period of Insurance, if more than one Journey commenced, insured Journey shall mean and refer
- only tothe Journey that commenced earliest.

 This Policy may not be renewed or extended. However, If any circumstance exists during the insured Journey which is outside the Insured Person's control and the insured **Journey** is extended beyond the period stated in the Insurance Confirmation, the Company will automatically extend this **Policy** for a maximum ten (10) consecutive days without charge for such an extended period as is reasonably necessary for completion of the
- Insured Person's insured Journey.

 If the **Insured Person** is covered under more than one (1) comprehensive voluntary travel insurance policies underwritten by the Company for the same trip, only the travel insurance Policy with the greatest compensation will apply and benefits thereunder be payable
- The maximum period of an insured **Journey** cannot exceed thirty (30) days per Journey.
- Any non-disclosure or fraudulent misrepresentation in any particular material shall lead to the whole Policy being void from inception.

GENERAL PROVISIONS 1. ENTIRE CONTRACT

The Insurance Confirmation, Travel Insurance Terms and Conditions, and endorsements (if any) shall constitute the entire contract of insurance. No statement made by the applicant for insurance not included herein shall avoid the **Policy** or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this insurance or to waive any of its provisions. No change in this insurance shall be valid unless approved byf the Company and such approval is endorsed hereon.

Age limit: The **Insured Person** shall be aged seventy-five (75) years or below and the **Accompanying Infants** shall be aged two (2) years or below.

TIME OF NOTICE OF CLAIM

Written notice of loss on which a claim may be based must be given to the Company within thirty (30) days after the date of the incident causing such loss and in the event of accidental death, immediate notice thereof must be given to

FORMS FOR PROOF OF LOSS

The Company, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this **Policy** as to proof of loss upon submitting within the time fixed in this **Policy** for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which a claim is made. All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured Person/claimant or his legal personal representatives and shall be in such form and of such nature as the Company may prescribe.

5. TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to the Company at its said office in case of a claim for such loss within sixty (60) days after the termination of the period for which the Company is liable. If it shall be shown not to have been reasonable possible to give such notice within such time, such proof is furnished as soon as reasonable possible and within one (1) year after the date of such loss.

6. SUFFICIENCY OF NOTICE

Such notice by or on behalf of the **Insured Person** given to the Company, with particulars sufficient to identify the **Insured Person** shall be deemed to be notice to the Company. Failure to give notice within the time provided in this **Policy** shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

IMMEDIATE PAYMENT OF INDEMNITIES

All indemnities provided in this **Policy** for loss other than that of time on account of disability will be paid immediately after receipt of due proof.

TO WHOM INDEMNITIES PAYABLE

Any indemnity paid for loss of life shall be payable to the Insured Person's estate. All other indemnities shall be payable to the Insured Person except for Emergency Medical Evacuation and Repatriation of Remains where relevant amounts will be paid directly to the provider of service in accordance with the terms of this **Policy**.

9. FRAUDULENT CLAIMS

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

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forfeited.

10. RIGHT OF RECOVERY

In the event that authorization of payment and/or payment is made by the Company and/or its authorized representative for a claim which is not covered under this Policy or when the limit of liability of this insurance exceeds, the Company reserves the right to recover the said sum or excess from the Insured Person.

11. RIGHTS OF THIRD PARTIES

Nothing in this **Policy** is intended to confer a direct enforceable benefit on any party other than the Insured Person(s) and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. It is hereby noted and agreed, however, that the Company and the Insured Person(s) named in the Insurance Confirmation alone have the right to amend this **Policy** by agreement or (if any such rights exist in the **Policy**) to cancel or terminate the **Policy**, without giving notice, or requiring the consent of any other person.

12. MEDICAL EXAMINATION AND TREATMENT

The Company at its own expense shall have the right and opportunity to conduct medical examination on the Insured Person when and as often as it may reasonably require during a pending claim under this Policy and to make an autopsy in the case of death where it is not forbidden by law. The **Insured Person** shall as soon as possible after the occurrence of any **Injury** or **Sickness** obtain and follow the advice of a duly **Qualified Medical Practitioner** and the Company shall not be liable for any consequences arising by reason of the **Insured Person**'s failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.

13. SUBROGATION

In the event of any payment under this **Policy**, the Company shall be subrogated to all the Insured Person's rights of recovery therefore against any person or organization and the **Insured Person** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured Person** shall take no action after the loss to prejudice such rights.

14 LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this **Policy** prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Policy**. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

15. LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this insurance, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of Hong Kong, such limitation is hereby extended to agree with the minimum period permitted by such law.

16. COMPLIANCE WITH POLICY PROVISIONS

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

17. POLICY INTERPRETATION

This **Policy** is subject to the laws of **Hong Kong** and the parties hereto agree to submit to the exclusive jurisdiction of the courts of **Hong Kong**.

18. ASSIGNMENT

No notice of assignment of interest under this **Policy** shall be binding upon the Company unless and until the original or a duplicate thereof is filed at the Home Office of AIG Insurance Hong Kong Limited, 7/F, One Island East, 18 Westlands Road, Island East, Hong Kong and the Company's consent to such assignment is endorsed . The Company does not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of the Company shall be used in defense of any claim arising under this **Policy**, unless such provision is incorporated in full in this Policy. 19. DATA PRIVACY

The Insured Person/Policyholder/Applicant agrees that:

- (a) the personal data collected during the application process or administration of this Policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance Policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing,
- investigation, payment and subrogation).

 (b) AIG HK may use the Insured Person's/Policyholder's/Applicant's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured Person/Policyholder/Applicant to use such contact details for this purpose).
- (c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
- third parties providing services related to the administration of this **Policy**, including reinsurers (per (a) above); financial institutions for the purpose of processing this **Policy** and obtaining **Policy** payments (per (a) above);
- iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);
 iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;
 y) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
 vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.

- (d) The Insured Person/Policyholder/Applicant may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or travelguard.ht@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at www.aig.com.hk.

 20. CLERICAL ERROR

Clerical errors by the Company shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

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