

# Study Tour Travel Insurance Policy

## 遊學保險計劃



QBE Hongkong & Shanghai Insurance Limited

昆士蘭聯保保險有限公司

A member of the worldwide QBE Insurance Group 澳洲昆士蘭保險集團成員

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### 1. COVER

In consideration of the proposal and declaration made by or on behalf of the Insured Person which form part of this contract and are incorporated herein subject to the payment of premium, due observance and fulfilment of the terms, conditions and exclusions of this Policy insofar as they relate to anything to be done and complied with by the Insured Person, if any of the Events referred to in this Policy shall happen, **QBE Hongkong & Shanghai Insurance Limited**, (hereinafter called "the Company") shall pay the Benefits to the Insured Person or in the case of his or her death, to his or her Estate.

### 2. DEFINITIONS

2.1 "A Second Degree Burn" means both the epidermis and the underlying dermis are damaged by Burn.

2.2 "A Third Degree Burn" means the damage or destruction of the skin to its full depth and damage to the tissue beneath by Burn.

2.3 "Accident" means an unforeseen, unexpected and involuntary event which happens by chance.

2.4 "Accidental Death" means death caused directly, solely and independently of any other causes from an Injury by an Accident that occurs during the Journey and the Period of Insurance, within twelve (12) consecutive months from the date of Accident.

2.5 "Acquired Immune Deficiency Syndrome" or "AIDS" shall have the meanings assigned to it by the World Health Organisation and shall include 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 for HIV.

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

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

2.6 "Acts of Terrorism" means an act(s) or threat(s) thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2.7 "Benefit(s)" means the coverage as specified in the Policy against the relevant events stated herein.

2.8 "Broken Bone" means a complete break across a bone and must be diagnosed by a registered medical practitioner and supported by X-ray, but excludes greenstick, pathological, avulsion, hairline and stress fractures.

2.9 "Burn(s)" means tissue damage caused by heat only. In the event of claims involving Burns, the percentage of the body surface affected will be assessed using the Rule of Nines system.

"Rule of Nines" means the system used by Registered Medical Practitioner for assessing the percentage of the body surface affected by Burns. In this system, the head and each arm cover nine percent (9%) of the body surface, the front of the body and the back of the body and each leg, each cover eighteen percent (18%) of the body. The groin covers the remaining one percent (1%).

2.10 "Common Carrier" means any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train 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 regular transportation of fare-paying passengers, and any regularly scheduled airport limousine operating on fixed routes and schedules.

2.11 "Confinement" means the necessary confinement in a Hospital as an in-patient while under the care of a Registered Medical Practitioner for the treatment of an Injury or Sickness of the Insured Person and in which the Hospital makes a charge for room and board except when such Confinement is in connection with an actual surgical operation which does not required the Insured Person to remain in a Hospital as a resident in-patient.

2.12 "Hijack" means unlawful seizure and control of a public conveyance from the regular crew by use or threatened use of violent means.

2.13 "Home Country" means the country which issues the Insured Person's passport.

2.14 "Hong Kong" refers to The Hong Kong Special Administrative Region of People's Republic of China.

2.15 "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which:

(a) has organized facilities for diagnosis, treatment and major surgery;

(b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;

(c) is under the supervision of a Registered Medical Practitioner; and

(d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

2.16 "Immediate Family Member(s)" means the Insured Person's parents, legal guardian, parents-in-law, siblings, grandparents, grandparents-in-law and child.

2.17 "Injury" means bodily injury to the Insured Person caused solely and directly by accidental means.

2.18 "Insured Person" means the person(s) as described or named in the Schedule.

2.19 "Journey" means the time when the Insured Person leaves Hong Kong for the purpose of studying Overseas up to a maximum duration of one hundred and eighty-two (182) days. The journey commences at the time the Insured Person leaves his/her place of residence in Hong Kong for the direct purpose of embarkation from Hong Kong to a scheduled destination Overseas; or four (4) hours before the scheduled departure time of the Common Carrier in which the Insured Person has arranged to travel, whichever is the later. The journey ceases at the time the Insured Person returns from Overseas to his/her place of residence in Hong Kong; or four (4) hours after the scheduled arrival time of the Common Carrier in which the Insured Person travels; or on the expiry date of the Policy, whichever is the earliest.

2.20 "Kidnap" means the wrongful abduction and detention of an Insured Person against their will or by deception, by a person or group demanding payment by the Insured in exchange for the release of that Insured Person or a claim by a person or group demanding such a payment, to have carried out such a wrongful kidnapping.

2.21 "Loss of Limb" means permanent loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

2.22 "Natural Disaster" means a landslide, lightning, typhoon, earthquake, volcanic eruption, tsunami, hurricane or sandstorm.

2.23 "OTA Alert" means the travel alert issued by the Security Bureau of the Hong Kong SAR Government under the Outbound Travel Alert (OTA) System, such alert is herein referred to Amber Alert, Red Alert or Black Alert.

2.24 "Overseas" means destination(s) outside the territorial boundaries of Hong Kong.

2.25 “Overseas Educational Institution” means an educational institution that is authorized to operate in the studying city.

2.26 “Period of Insurance” means the period as specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a premium; except for Benefit 11 which commences at the time the Policy is issued or payment for the trip is made, whichever is the later. By no means shall the coverage of Benefit 11 exceed sixty (60) before the scheduled departure date.

2.27 “Permanent Total Disablement” means totally and permanently unable to engage in any occupation or employment for which an Insured Person is reasonably qualified by education, training or experience. In the event that an Insured Person is unemployed at the time of Injury, it shall mean totally and permanently unable to engage in his or /her daily activities, inclusive of eating, dressing, bathing, using the lavatory and getting in and out of bed in all cases without assistance, of someone of the like age and sex. In either case, such disability must be resulting directly, solely and independently of other cause from an Injury that occurs during the Journey within the Period of Insurance, which has lasted for an uninterrupted period of twelve (12) calendar months from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person’s life as certified by a Registered Medical Practitioner.

2.28 “Personal Effects” means items belonging to an Insured Person or for which he/she is responsible and which are taken by him/her on the Journey or acquired by him/her during the Journey (except for jewellery that is not worn or carried by the Insured Person at the time of loss or damage, Personal Money, antiques, contracts, bonds, securities, animals, software, business goods or sample, vehicles or any other conveyance or their accessories).

2.29 “Policy” means this policy document and endorsements issued by the Company, which set out the terms and conditions of this insurance.

2.30 “Pre-existing Medical Conditions” refers to any Injury, Sickness, medical or dental condition already existed or with sign or symptom presented, irrespective of whether the Insured Person is or should have reasonably been aware of before the effective dates of respective sections of coverage under this Policy.

2.31 “Registered Medical Practitioner” means any person who is a legally qualified and registered accident medical practitioner to render medical or surgical service, but excluding a Registered Medical Practitioner who is the Insured Person, the Spouse, Immediate Family Member or the employer of the Insured Person.

2.32 “Registered or Listed Chinese Medicine Practitioner” means Chinese medicine practitioner including general practitioner, acupuncturist and bonesetter whose name appears on the List of Registered or Listed Chinese Medicine Practitioners as approved and qualified practitioner administrated by the Chinese Medicine Council of Hong Kong, but excluding the Insured Person, the Spouse, Immediate Family Member or the employer of the Insured Person.

2.33 “Rental Vehicle” means a rented sedan, station wagon, hatchback, four-wheel-drive or any other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying the Insured Person on public roads.

2.34 “Replacement Cost” means the cost of repairing or replacing a Household Contents item or any part thereof with the articles or parts of the same kind at the time of loss or damage.

2.35 “Rewards” means any airline ticket, hotel stay or car rental arranged through a frequent flyer programme upon redemption of the required number of mileage credits.

2.36 “Riot” means the act of any persons taking part in any disturbance of the public peace (whether in connection with a strike or lock-out or otherwise).

2.37 “Schedule” means the document attaching to the Policy which sets out being the person(s) covered, Benefits Cover, Sum Insured, the Period of Insurance and the premium of this Policy. It forms a part of and should be read in conjunction with the Policy and any subsequent endorsement(s).

2.38 “Serious Injury or Sickness” means Injury or Sickness certified by a Registered Medical Practitioner as being dangerous to life, causing critical impairment to health conditions or unfit to travel.

2.39 “Sickness” means illness or disease first contracted by an Insured Person during the Journey and shall exclude any Pre-existing Medical Conditions.

2.40 “Spouse” means the legally married partner of the Insured Person. A partner under common law marriage is not considered a spouse.

2.41 “Strike” means the willful act of any striker or locked-out done in furtherance of a strike or in resistance to a lock-out; the action of any lawfully constituted authority in preventing or attempting to prevent any such act, or in minimizing the consequences of any such act.

2.42 “Sum Insured” means the maximum amount as shown in the Schedule that the Insured or Insured Person can claim subject to the terms of this Policy.

2.43 “Tuition Fee” means a sum charged by an Overseas Educational Institution for the required courses (including any applicable laboratory fee and any cost for the use of facilities for attending the said courses, but excluding any cost of textbooks, meals, room and board).

2.44 “We/Us/Our/Insurer/Company” means QBE Hongkong & Shanghai Insurance Limited.

2.45 “Worldwide Emergency Assistance” means the service provider appointed by the Company to provide services under Benefit 5 of this Policy.

### 3. INSURED EVENTS

#### 3.1 TABLE OF BENEFITS (please refer to the sections below for details)

Basic Benefits	Maximum Limits (HK\$)	
	Excellent	Distinction
1. Medical Expenses • Sublimit for local medical follow up in Hong Kong - due to Injury 100% of the unused limit - due to Sickness 10% of the unused limit • Follow up includes treatment by Chinese Medicine Practitioner	500,000  3,000 (150/visit)	1,000,000  5,000 (150/visit)
2. Hospital and Quarantine Allowance	3,000 (300/day)	5,000 (500/day)
3. Intensive Care Unit Allowance	3,000 (300/day)	5,000 (500/day)
4. Mugging	3,000 (300/day)	5,000 (500/day)
5. 24-Hours Worldwide Emergency Assistance a) Emergency Medical Evacuation &/or Repatriation b) Repatriation of Mortal Remains c) Return of Unattended Child(ren) d) Hospital Admission Guarantee e) Compassionate Visit - Hospitalized for at least 5 consecutive days - Sudden death of the Insured Person f) Convalescence Assistance g) Hotline and Referral Services	Actual Cost  Actual Cost Economy class one-way airfare 50,000 100,000 (50,000 per person) 2 economy class return airfare and accommodation at 10,000 (2,000 / night) Accommodation at 10,000 (2,000 / night) Included	
6. Personal Accident • Accidental Death or Permanent Disablement • Major Burns	300,000  150,000	500,000  250,000
7. Funeral Expenses	5,000	10,000
8. Compassionate Cash	5,000	10,000
9. Personal Belongings a) Baggage and Personal Effects - Laptop per item/set - Sports equipment in total - Others per item/pair/set b) Personal Money c) Document Loss	15,000 10,000 5,000 3,000 2,000 5,000	30,000 10,000 10,000 3,000 3,000 10,000
10. Unauthorized Use of Credit Card	10,000	20,000
11. Trip Cancellation • Air mileage cancellation fee at USD120 or cash allowance at HK\$1 for each 10 air mileage	20,000 1,000	40,000 1,000
12. Trip Curtailment • Air mileage cancellation fee at USD120 or cash allowance at HK\$1 for each 10 air mileage	20,000 1,000	40,000 1,000
13. Trip Re-route	5,000	10,000
14. Baggage Delay	1,000 (500 first 5 hrs, 1,000 every 5 hrs thereafter)	2,000 (500 first 5 hrs, 1,000 every 5 hrs thereafter)

Basic Benefits (Continued)	Maximum Limits (HK\$)	
	Excellent	Distinction
15. Travel Delay	1,000 (100 first 5 hrs, 300 every 5 hrs thereafter)	2,000 (100 first 5 hrs, 300 every 5 hrs thereafter)
• Addition transportation and overnight accommodation expenses	2,000	3,000
16. Missed Connection	1,000	2,000
17. Missed Event	2,000	3,000
18. Rental Vehicle Excess	5,000	5,000
19. Personal Liability	1,000,000	2,000,000
20. Accidental Death or Permanent Disablement due to Kidnap	100,000	200,000
21. Accidental Death or Permanent Disablement due to Natural Disaster	150,000	250,000
22. Broken Bones	30,000	30,000
23. Missed School Cover	5,000 (500/day)	5,000 (500/day)
24. Resumption of Study	5,000	10,000
25. Study Interruption	20,000	40,000
26. Trauma Counseling	15,000 (1,500/visit)	15,000 (1,500/visit)

### 3.2 COVERAGE

#### Benefit 1 - Medical Expenses

The Company shall reimburse the Insured Person the customary and reasonable expenses incurred, as a result of an Injury sustained or Sickness contracted solely and directly during the Journey, up to the amount stated in the Table of Benefits for medical, surgical and nursing home treatments including medical supplies, X-ray, laboratory tests recommended by a Registered Medical Practitioner and the use of ambulance if necessary. The Company shall reimburse also the additional transportation and accommodation (excluding food and beverages) incurred as a result of seeking medical treatment. However, the cost of dental treatment is excluded unless such treatment is necessarily incurred to Teeth and is caused by an Injury suffered during the Journey.

#### Local Follow-up Medical Expenses

Benefit 1 shall include the actual and necessary local medical (excluding dental) expenses incurred in Hong Kong up to the amount stated in the Table of Benefits for the continuation of medical treatment rendered by a Registered Medical Practitioner within ninety (90) days immediately after the Insured Person returns to Hong Kong in relation to the Injury sustained or Sickness contracted during the Journey.

##### (a) Local medical follow-up due to Injury

The Company shall reimburse reasonable and necessary medical expenses up to 100% of the unused portion of the limit.

##### (b) Local medical follow-up due to Sickness

The Company shall reimburse reasonable and necessary medical expenses up to 10% of the unused portion of the limit.

This Benefit is also extended to cover medical expenses related to an infectious disease an Insured Person contracted in the course of a Journey if no medical treatment outside Hong Kong has occurred, subject to a Registered Medical Practitioner diagnosing the infectious disease within seven (7) calendar days after an Insured Person's returning to Hong Kong.

The local follow-up medical expenses shall include medical treatment and consultation by a Registered or Listed Chinese Medicine Practitioner subject to a maximum limit as stated in the Table of Benefits.

#### Benefit 2 - Hospital and Quarantine Allowance

The Company shall pay a daily cash allowance and up to the maximum Sum Insured as specified in the Table of Benefits if the Insured Person is:

- (a) hospitalized Overseas or in Hong Kong for medical treatment including continuation of medical follow-up within ninety (90) days immediately after the Insured Person returns to Hong Kong due to Injury sustained or Sickness contracted during the Journey; or

- (b) detained due to compulsory quarantine measure by the government authority in the Overseas country to which the Insured Person has travelled to;

provided that the daily cash allowance payable in regard to Hospital Confinement shall be based on the actual number of days where room and board are charged and on the condition that the claim is admissible under Benefit 1 for the same Injury or Sickness.

#### Benefit 3 - Intensive Care Unit Allowance

The Company shall pay a daily cash allowance for the period the Insured Person is confined in the Intensive Care Unit of a Hospital as a result of an Injury or Sickness sustained during the Journey, up to the maximum limit as specified in the Table of Benefits.

#### Benefit 4 - Mugging

The Company shall pay a daily cash allowance for the period the Insured Person is hospitalized as an in-patient and up to the maximum limit as specified in the Table of Benefits if the Insured Person suffers an Injury as a result of mugging attack during the Journey and is confined in the Hospital, provided that the incident is reported to the police within twelve (12) hours and the police report and evidence of Hospital stay is provided to Us

#### Benefit 5 - 24 Hours Worldwide Emergency Assistance

Access to a Worldwide Emergency Assistance network operated by Europ Assistance Hong Kong Limited, a nominated service provider, of the following services for the Insured Person:

##### (a) Emergency Medical Evacuation and/or Repatriation

In the event the Insured Person is suffering from an Injury or Sickness whilst traveling Overseas:

- Emergency Medical Evacuation shall be provided by utilizing appropriate and suitable means based on the Insured Person's medical condition, to arrange the Insured Person to the nearest Hospital or clinic with appropriate or adequate medical facility; and/or
- Emergency Medical Repatriation shall be provided, if the Insured Person's medical conditions allow, to arrange the Insured Person back to Hong Kong or Home Country for continuation of treatment.

Evacuation or repatriation arrangement by Worldwide Emergency Assistance shall include but not be limited to air ambulance, regular air transportation, road network or any other appropriate means and if required, the assignment of a doctor and/or nurse to accompany the Insured Person throughout the process.

##### (b) Repatriation of Mortal Remains

In the event of death of the Insured Person whilst traveling Overseas, Worldwide Emergency Assistance shall:

- arrange and pay for repatriation of the Insured Person's mortal remains or ashes to Hong Kong or the Home Country; or
- at the request of the Insured Person's immediate family, pay for the cost of burial Overseas, subject to the expenses for such burial shall not exceed the costs of repatriating the mortal remains or ashes as provided by this Benefit.

##### (c) Return of Unattended Children

In the event of death or Hospital confinement of the Insured Person outside Hong Kong due to an Injury or Sickness, the cost for a one-way economy class airfare for the Insured Person's unattended child(ren) under eighteen (18) years of age to return to Hong Kong or the Home Country is covered.

##### (d) Hospital Admission Guarantee

In the event of Hospital Confinement of the Insured Person whilst travelling outside Hong Kong due to Injury or Sickness, a Hospital Admission Guarantee up to HK\$50,000 shall be provided on the medical expenses to be incurred by the Insured Person. Such expenses are to be borne by the Insured Person unless the claim is covered under Benefit 1 of this Policy.

##### (e) Compassionate Visit

In the event of i) the Insured Person suffers an Injury or Sickness whilst travelling outside Hong Kong resulting in Hospital Confinement in excess of five (5) consecutive days; or ii) death of the Insured Person as a result of sudden Sickness or Injury contracted during the Journey, the cost for two (2) economy class return airfare for two (2) Immediate Family Members to travel to care for the Insured Person or to take care of the Insured Person's body is covered up to the maximum limit stated in the Table of Benefits. The cost shall include also the charges of an ordinary room accommodation in any reasonable hotel or establishment of similar standard up to the maximum limit of HK\$2,000 per person per night and up to five (5) nights, but excluding the cost of drinks, meals and other room services.

**(f) Convalescence Assistance**

Accommodation expenses necessarily and unavoidably incurred by the Insured Person following Hospital discharge for convalescence Overseas shall also be covered subject to maximum limit of HK\$2,000 per day and up to a maximum limit of HK\$10,000 in aggregate.

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

Travel enquiry services are available for:

- i. Pre-trip Information Assistance
- ii. Medical Monitoring
- iii. Dispatch of Physician
- iv. Embassy Referral
- v. Emergency Cash
- vi. Essential Medication / Medical Equipment
- vii. Medical Service Provider Referral
- viii. Lost Passport Assistance
- ix. Lost Luggage Assistance
- x. Interpreter Referral
- xi. Legal Referral

The above service scope is a summary only. All requests, services or arrangements shall be referred to Worldwide Emergency Assistance for approval. The Company shall not be liable for any services rendered by Worldwide Emergency Assistance.

**Provisions of Benefit 5:****(a) IN THE EVENT OF AN EMERGENCY**

The Insured Person or his or her representative must call the Worldwide Emergency Assistance Service Centre in Hong Kong at (852) 2862 0138.

The Insured Person or his or her representative is required to state:

- i. the Insured's name;
- ii. the Insured Person's name;
- iii. the Policy number;
- iv. nature of Injury or Sickness;
- v. details of attending doctor, if available; and
- vi. present location and contact particulars.

(b) The Insured Person shall be obliged to use all reasonable efforts to mitigate the effects of a medical emergency.

(c) The Insured Person shall cooperate with Worldwide Emergency Assistance to obtain all documents and receipts from the relevant sources and assist at the Insured Person's expenses in complying with necessary formalities.

(d) In the event any payment is made in connection with the provision of assistance to an Insured Person, Worldwide Emergency Assistance shall be subrogated to the rights of such Insured Person to obtain payments from:

- i. any third party found legally responsible for the assistance, up to the amount of such payment made, and
- ii. any other insurance or assistance plan or right of indemnity or compensation which provides compensation to the assistance events.

**Benefit 6 – Personal Accident****Accidental Death or Permanent Disablement**

The Company shall pay compensation the amount as stated in the Table of Benefits in the event of Accidental Death or Permanent Disablement to the Insured Person as a result of an Injury sustained during the Journey and developed within twelve (12) calendar months from the date of Injury solely and directly attributed to the same cause.

The compensation payable under this Benefit is as follows:

Events	Percentage of Sum Insured
Accidental Death	100%
Permanent Total Disablement	100%
Loss of two or more limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of both eyes	100%
Total paralysis	100%
Complete and incurable insanity	100%

Events (Continued)	Percentage of Sum Insured
Injuries resulting in being permanently bedridden	100%
Loss of one limb	100%
Loss of speech and hearing	100%
Loss of sight of one eye	50%
Loss of lens of one eye	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	
• both phalanges	25%
• one phalanx	10%
Loss of index finger	
• three phalanges	10%
• two phalanges	8%
• one phalanx	4%
Loss of middle finger	
• three phalanges	6%
• two phalanges	4%
• one phalanx	2%
Loss of ring finger	
• three phalanges	5%
• two phalanges	4%
• one phalanx	2%
Loss of little finger	
• three phalanges	4%
• two phalanges	3%
• one phalanx	2%
Loss of metacarpals	
• first or second (each)	3%
• third, fourth or fifth (each)	2%
Loss of toes	
• all	15%
• great, both phalanges	5%
• great, one phalanx	2%
• other than great, if more than one toe lost, each	1%
Loss of hearing	
• both ears	75%
• one ear	15%
Loss of speech	50%

The Company shall not pay for more than one of the above Events listed in respect of the same Accident. If any Insured Person suffers more than one Disablement in the same Accident, We shall only pay for the Benefit which attracts the highest Sum Insured in accordance with the above Events scale of compensation.

For Insured Person below eighteen (18) years of age, any compensation payable under Accidental Death or Permanent Disablement Benefit shall be calculated based on 50% of the applicable limits and in no event shall the total amount payable exceed such adjusted limit.

**Disappearance**

If the Insured Person's body is not found after twelve (12) consecutive months after the date of the disappearance following sinking or wrecking of aircraft or other conveyance either on ground or at sea in which the Insured Person was traveling at the time of the Accident during the Journey and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered death resulting from an Injury caused by Accident covered by this Policy at the time of such disappearance.

If after any amount is paid there is any proof that an Insured Person is still alive, any amount paid will be refunded to Us.

**Exposure**

If an Insured Person suffers death within twelve (12) consecutive months as the result of being unavoidably exposed to the elements due to an Injury sustained on a Journey



during the Period of Insurance, the Accidental Death Benefit shall become payable subject to the terms and conditions of this Policy.

### Major Burns

Benefit 5 shall include compensation if the Insured Person sustains an Injury (other than death) during the Journey and is certified by a Registered Medical Practitioner to have suffered from Second Degree or Third Degree Burns listed hereunder. The Company shall pay in accordance with the following percentage bearing on the limit as specified in the Table of Benefits:

<u>A Second Degree or Third Degree Burns</u>	<u>Percentage</u>
On 50% or more of body surface	100%
On 27% or more of body surface	40%
On 18% or more of body surface	30%
On 9% or more of body surface	15%
On 4.5% or more of body surface	10%

However, once a claim is payable under A Second Degree Burn or A Third Degree Burn, the total benefits under Benefit 5 that an Insured Person is entitled to shall be reduced by the same amount and all other claims payable shall be settled based on the reduced limit. Provided that in no event shall the total amount payable under this Benefit 5 exceed the maximum limits as specified in the Table of Benefits under Accidental Death or Permanent Disablement.

Payment shall not be made for more than one Burns caused by the same Accident and only the greatest Benefit payment shall apply.

For Insured Person below eighteen (18) years of age, any compensation payable under Major Burns Benefit shall be calculated based on 50% of the applicable limits and in no event shall the total amount payable exceed such adjusted limit.

### Benefit 7 - Funeral Expenses

The Company shall pay for the funeral expenses including burial or cremation charges in the event of death of the Insured Person during the Journey up to the maximum limit stated in the Table of Benefits.

### Benefit 8 - Compassionate Cash

In the event of the death of the Insured Person as a result of sudden Sickness contracted during the Journey, the Company shall pay a compassionate cash relief as stated in the Table of Benefits to the Estate of the Insured Person.

### Benefit 9 - Personal Belongings

#### (a) Baggage and Personal Effects

The Company shall indemnify any accidental physical loss or damage to accompanied baggage or Personal Effects owned by the Insured Person or for which he/she is responsible including purchases made during the Journey provided that the limit for Baggage and Personal Effects shall not exceed the amount specified in the Table of Benefits in aggregate and is subject to individual limits in respect of any item, pair or set including accessories.

#### (b) Personal Money

The Company shall also cover the Insured Person up to the limit stated in the Table of Benefits for irrecoverable loss of cash, coins, banknotes or travelers cheques as a result of loss by an Accident, theft or robbery during the Journey. This Benefit is not applicable to any Insured person below sixteen (16) years of age.

#### (c) Document Loss

The Company shall reimburse the Insured Person up to the amount specified in the Table of Benefits, the replacement costs for the lost Hong Kong Identification Card, China Re-entry Card, passport, credit card(s), driving license or travel tickets in the event of accidental loss, theft or robbery occurring during the Journey, and any additional transportation and accommodation expenses excluding food and beverages reasonably and necessarily incurred Overseas in replacing the essential lost travel documents that inhibits the Insured Person from completing the scheduled Journey.

### Provisions of Benefit 9:

1. The Company shall at its discretion choose to:

- repair the item;
- replace the item, less depreciation; or
- pay the Replacement Cost or the repair cost of the item less depreciation.

The decision on depreciation will be taken into account with reference to the item's age and condition at the Company's sole discretion. Any betterment and value appreciation of the item is excluded.

2. The Insured Person shall return the damaged item(s) together with all undamaged accessories, parts or part of set to the Company upon request and the Company can deal with the salvages at its absolute discretion.

3. In the event of a loss of 9(b) Personal Money and 9(c) Document Loss, the Insured Person must report the incident within twenty-four (24) hours to the Police with a Police report obtained. In the event of a loss or an occurrence likely resulting in a loss of 9(a) Baggage and Personal Effects, the Insured Person must report the incident within twenty-four (24) hours to the relevant authority or responsible party such as the Police, Customs, common carrier, hotel operator, etc. A relevant report or evidence must be obtained in substantiation of a claim under the Policy.

4. If the loss or damage is also entitled to indemnity under other Benefit of this Policy or other insurance, compensation payable under this Benefit shall be reduced by the amount recoverable there under.

5. An Insured Person can only claim either Benefit 9(a) or 14 for the same item.

### Benefit 10 - Unauthorized Use of Credit Cards

The Company shall indemnify the Insured Person up to the amount stated in the Table of Benefits in respect of monetary loss caused by unauthorized use of the Insured Person's credit card, if the Insured Person's credit card is lost by robbery or theft Overseas during the Journey. Our liability shall not include loss in the way of cash withdrawal through automatic teller machine.

The Insured Person must report the incident within twenty-four (24) hours to the Police with a Police report obtained.

Benefit 10 does not apply for Insured Person below eighteen (18) years of age.

### Benefit 11 - Trip Cancellation

The Company shall reimburse the Insured Person up to the limit as set out in the Table of Benefits, for loss of transportation and/or accommodation expenses paid in advance by the Insured Person or for which the Insured Person is legally liable and not recoverable from any other source upon cancellation of any scheduled destination of a Journey arising due to the below reasons:

- sudden death, Serious Injury or Sickness of the Insured Person, Spouse, Immediate Family Member or travel companion; or
- witness summons, jury service or compulsory quarantine of the Insured Person; or
- unexpected outbreak of Strike, Riot, civil commotion, Acts of Terrorism, pandemic, Natural Disaster or adverse weather conditions in Hong Kong on the departure date of the Journey; or at the planned destination arising within one (1) week before the departure date of the Journey; or
- serious damage to the Insured Person's home in Hong Kong arising from fire, flood or burglary within one (1) week before the departure date of the planned Journey; or
- unexpected issuance of OTA Alert being Red Alert or Black Alert to the city or country where the Insured Person has scheduled to travel to, provided that:
  - the cancellation of trip takes place not earlier than seven (7) days from the departure date of the Journey; and
  - Either:
    - in the event of no OTA Alert has been issued to the planned destination on the issue date of the Policy, the Black Alert or Red Alert is issued to the planned destination at least one (1) day after the day on which the Policy is issued;
    - Or
    - in the event of OTA Alert has been issued to the planned destination on the date which the Policy is issued, cancellation of the Journey is subject to a higher level of OTA Alert being Red Alert or Black Alert and the higher level of OTA Alert must be issued to the planned destination at least one (1) day after the Policy is issued;

Benefits payable for Trip Cancellation under Red Alert is up to 50% of the relevant loss of transportation and/or accommodation expenses; whereas benefits payable under Black Alert is up to 100% of the relevant loss of transportation and/or accommodation expenses.

This Benefit 11 is payable provided that the cause of the cancellation is not related to any circumstance known to or within the control of the Insured Person when planning the Journey or applying for the Policy.

### Benefit 12 - Trip Curtailment

The Company shall reimburse the Insured Person up to the limit set out in the Table of Benefits, for additional transportation and/or accommodation expenses (excluding food and beverages) incurred Overseas and the irrecoverable transportation and/

or accommodation expenses paid in advance by the Insured Person after the commencement of the Journey consequent upon the Insured Person having to return directly to Hong Kong due to the below reasons:

- (a) sudden death, Serious Injury or Sickness of the Insured Person, Spouse, Immediate Family Member or travel companion; or
- (b) witness summons, jury service of the Insured Person; or
- (c) unexpected outbreak of Strike, Riot, civil commotion, Acts of Terrorism, pandemic, Natural Disaster or adverse weather conditions at the planned destination that prohibits the continuation of the Journey; or
- (d) serious damage to the Insured Person's home in Hong Kong arising from fire, flood or burglary; or
- (e) the unexpected issuance of OTA Alert being Red or Black Alert to the city or country where the Insured Person is traveling, provided that:
  - i. curtailment of the Journey takes place while such OTA Alert is in effect; and
  - ii. in the event of OTA Alert has been issued to the planned destination on the date on which the Policy is issued, curtailment of the Journey is subject to a higher level of OTA Alert inclusive of Red Alert or Black Alert.

Benefits payable for Trip Curtailment under Red Alert is up to 50% of the relevant loss of transportation and/or accommodation expenses; whereas benefits payable under Black Alert is up to 100% of the relevant loss of transportation and/or accommodation expenses.

This Benefit 12 is payable provided that the cause of the curtailment is not related to any circumstance known to or within the control of the Insured Person when planning the Journey or applying for the Policy.

#### Loss of Reward

The conditions under Benefits 11 and 12 also apply to loss of Rewards. The Company shall reimburse the Insured Person up to USD120 cancellation fee of the Rewards already redeemed for transportation and accommodation for the planned Journey, arising from the relevant Trip Cancellation or Trip Curtailment. Alternatively, the Company shall reimburse the loss of Reward points but excluding their expiry at HK\$1 for each ten (10) Reward points and up to the maximum limit stated in the Table of Benefits.

#### Benefit 13 - Trip Re-route

In the event of the Common Carrier in which the Insured Person was scheduled to travel during the Journey is cancelled or delayed for more than five (5) hours due to Strike or other industrial action, Riot, civil commotion, Hijack, Acts of Terrorism, Natural Disaster, adverse weather conditions, mechanical and/or electrical breakdown of the Common Carrier, the Company shall reimburse the Insured Person up to the limit stated in the Table of Benefits, for the reasonable and necessary additional cost incurred by using alternative public transportation to arrive at the Insured Person's scheduled destination.

This Benefit is only payable when the Common Carrier fails to arrange alternative transportation for the Insured Person and the Insured Person must obtain a report from the concerned Common Carrier or transportation provider as evidence of such claim.

#### Benefit 14 - Baggage Delay

The Company shall reimburse the Insured Person up to the limit specified in the Table of Benefit, for the purchases of the reasonable and necessary clothing, requisites or toiletries consequent upon the temporary deprivation of baggage from the time of arrival at destination Overseas due to misdirection in delivery during the Journey. A maximum of HK\$500 will be reimbursed for the deprivation of baggage for the first full five (5) hours, a maximum of HK\$1,000 will be reimbursed for the deprivation of every full five (5) hours thereafter.

An incident report issued by the Common Carrier and purchase receipts of the clothing, requisites or toiletries must be obtained in substantiation of a claim under the Policy.

An Insured Person can only claim either Benefit 9(a) or 14 for the same item.

#### Benefit 15 - Travel Delay

The Company shall pay up to the amount specified in the Table of Benefits to the Insured Person in the event that the departure of the Common Carrier in which the Insured Person was scheduled to travel in during the Journey is delayed from the time specified in the scheduled itinerary due to Strike or other industrial action, Riot, civil commotion, Hijack, Acts of Terrorism, Natural Disaster, adverse weather conditions, mechanical and/or electrical breakdown of the Common Carrier, the Company shall pay:

- (a) a cash allowance up to the amount specified in the Table of Benefits and subject to HK\$300 for the delay of the first five (5) hours, HK\$500 for the delay of every full five (5) hours thereafter; or

- (b) the reasonable and necessary additional transportation expenses and overnight accommodation up to the amount payable in the Table of Benefits, in the event of a delay Overseas for more than five (5) consecutive hours.

The Insured Person must obtain a report from the concerned Common Carrier or travel provider as evidence of such claim.

#### Benefit 16 - Missed Connection

The Company will pay the amount specified in the Table of Benefits for any additional transportation expenses and overnight accommodation up to a maximum limit of HK\$2,000 per night to the Insured Person in the event that during the Journey, the Insured Person's confirmed onward travel connection whilst Overseas is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting scheduled public conveyance and no onward transportation is available to the Insured Person within five (5) consecutive hours of his/her arrival.

#### Benefit 17 - Missed Event

The Company will reimburse the ticket cost paid in advance by the Insured Person's or his/her Spouse's credit card in the event that he/she is unable to attend the Overseas sports, music, entertainment, museum and theme park event, necessitated by the following and occurring within ninety (90) days before the commencement date of the Journey as a result of:

- (a) death, Serious Injury or Sickness of the Insured Person, Immediate Family Member or travel companion;
- (b) witness summons, jury services or compulsory quarantine of the Insured Person;
- (c) mechanical and/or electrical breakdown of the Common Carrier occurred before the scheduled start time of the aforesaid event.

#### Benefit 18 - Rental Vehicle Excess

If during a Journey, the Rental Vehicle being driven by the Insured Person is involved in a collision or such vehicle is stolen or damaged and the rental agreement includes an excess which makes the Insured Person liable for the loss or damage of the Rental Vehicle, the Company will reimburse the Rental Vehicle Excess chosen up to the maximum Sum Insured stated in the Schedule under the provision that the Insured Person arranges all compulsory motor vehicle insurance provided by the car rental company, against loss or damage to the Rental Vehicle during the rental period.

#### Benefit 19 - Personal Liability

The Company shall indemnify the Insured Person against legal liability in respect of:

- i. Bodily Injury
- ii. loss or damage to property

occurring Overseas during and directly out of the Journey as a result of an event neither expected nor intended from the standpoint of the Insured Person. The Company shall also pay the legal costs and expenses incurred by the Insured Person with the written consent of the Company. The Company's maximum liability to all claims and expenses shall not exceed the limits as specified in the Table of Benefits under this Benefit.

For the cover under this section:

"Bodily Injury": means bodily Injury, Sickness or disease sustained by any person which occurs during the Journey within the Period of Insurance, including death at any time resulting therefrom.

"Property Damage": means (i) physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or (ii) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence.

#### Benefit 20 - Accidental Death or Permanent Disablement due to Kidnap

In addition to the benefit payable under Benefit 6, in the event of an Accidental Injury is caused due to Kidnap during the Journey, which directly and independently of all other causes results in Accidental Death or Permanent Disablement, the Company will pay an extra 10% of the Accidental Death or Permanent Disablement benefit in addition to Benefit 6.

#### Benefit 21 - Accidental Death or Permanent Disablement due to Natural Disaster

If during the Journey, an Insured Person suffers an Injury due to a Natural Disaster, which directly and independently of all other causes results in Accidental Death or Permanent Disablement, the Company will pay an extra 50% of the Accidental Death or Permanent Disablement benefit in addition to Benefit 6.

#### Benefit 22 - Broken Bones

If as a result of an Accident during the Journey the Insured Person sustains an Injury and

is diagnosed by a Registered Medical Practitioner to have suffered any of the Events listed hereunder, the Company will pay the Insured Person in respect of the following events according to the percentage bearing on the Sum Insured as stated in the Table of Benefits.

<b>Events of Broken Bones</b>	<b>Percentage of Sum Insured</b>
Hip or Pelvis	100%
Thigh or Heel	50%
Skull, Collarbone, Lower Leg, Ankle, Arm, Elbow, Wrist	40%
Lower Jaw	30%
Vertebrae, Shoulder Blade, Knee Cap, Sternum, Hand, Foot	20%
Upper Jaw, Cheek Bone, Nose, Ribs, Coccyx, Toes, Fingers	15%

Compensation shall not be payable for more than one of the above Events in respect of the same Injury. Should more than one of the Events occur from the same Injury, the Company shall only be liable for the greatest compensation.

#### **Benefit 23 – Missed School Cover**

The Company shall reimburse the Insured Person the loss of Tuition Fee for the period of Hospital Confinement or home leave as recommended by a Registered Medical Practitioner as a result of an Injury or Sickness sustained during the Journey, up to the maximum limit as specified in the Table of Benefits. The Benefit is payable provided that a valid claim is payable under Benefit 1 – Medical Expenses of this Policy.

#### **Benefit 24 – Resumption of Study**

In the event of trip curtailment where an Insured Person returns to the place of residence in Hong Kong due to unexpected sudden death or Serious Injury or Sickness of the Insured Person's Immediate Family Member, and the Insured Person is returning to the original destination to resume his/her original scheduled Journey, the Company will reimburse one economy travel fare up to the amount specified in the Table of Benefits, provided that the original scheduled Journey has a minimum of fourteen (14) days remaining and the trip is resumed within thirty (30) days from returning to Hong Kong.

This Benefit is payable provided that a valid claim for the same Injury or Sickness is payable under Benefit 12 – Trip Curtailment of this Policy. The Company is not liable to any expenses recoverable from the carrier or any other source.

#### **Benefit 25 – Study Interruption**

In the event that during the Journey, the Insured Person is i) under Hospital Confinement continuously for more than thirty (30) days as a result of an Injury or Sickness; or ii) suffers a Serious Injury or Sickness; or iii) paralysis arising from an Injury or Sickness; or (iv) in the event of sudden death of an Immediate Family Member, and the Insured Person is prevented from continuing with his/her studies at the Overseas Educational Institution for the remaining part of a course for which Tuition Fee has been paid, the Company will reimburse the Insured Person up to the limit stated in the Table of Benefits, i) the irrecoverable portion of forfeited Tuition Fee for this interrupted period; or ii) re-attending Tuition Fee if the Insured Person is required to re-attend his/her missed course after recovery.

If the Insured Person is entitled to a refund of all or part of the tuition or school fees from the Overseas Educational Institution, the Company will only pay the balance amount of the Tuition fee that is not refunded subject to the applicable limit.

In the event of a claim, official invoice(s) from the Overseas Educational Institution evidencing payment of the Tuition Fee shall be produced to the Company and shall be the basis for calculating any reimbursement. In no event shall the reimbursement paid by the Company exceed the limit specified in the Table of Benefits.

#### **Benefit 26 – Trauma Counseling**

If the Insured Person is a witness to and/or is the victim of a traumatic event during a Journey such as, but not limited to, Acts of Terrorism, armed hold up, assault, Natural Disaster or rape, the Company will pay for trauma counseling as recommended by a Registered Medical Practitioner up to the Sum Insured stated in the Table of Benefits and subject to HK\$1,500 per visit.

#### **3.3 Automatic Extension of Period of Insurance**

In the event of the Journey being involuntarily delayed, this Policy will automatically extend the cover up to a maximum of ten (10) calendar days without extra charge.

#### **4. EXCLUSIONS**

The Company shall not pay under the Policy for loss or liability arising from or as a result of:

#### **Applicable to all Benefits**

- (a) Any consequence of war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, direct participation in Riot and civil commotion.
- (b) Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt threat, whether sane or insane.
- (c) Insanity, psychiatric, nervous or mental disease or disorder.
- (d) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an Accident.
- (e) Intoxication by alcohol, narcotics or drugs not prescribed by a Registered Medical Practitioner and treatment in connection with addiction to drugs or alcohol.
- (f) Claims in respect of any property specifically insured or any claim which but for the existence of this Policy would be recoverable under any other private or Government insurance policy, fund or scheme.
- (g) The Insured Person's participation in criminal act or resistance to arrest.
- (h) The Insured Person engaging in a sport in a professional capacity or where the Insured Person would or could earn remuneration from engaging in such sport.
- (i) Riding or driving in any kind of race, mountaineering or trekking at altitude over five thousands (5,000) meters above sea level, scuba diving deeper than thirty (30) meters below sea level, engaging in aerial flight activities except as a passenger in a properly licensed power-driven aircraft (the word passenger does not include any member of the aircrew or a technician working in or upon an aircraft), extreme or adventurous sports (except bungee jumping, hot air ballooning, hang-gliding, parachuting, paragliding, rafting, canoeing, kayaking, kitesurfing or kite landboarding, water skiing, wakeboarding, surfing, wind surfing, skiing, snowboarding, snow skating, snow mobile, which are covered under the Policy).
- (j) The Insured Person engaging in naval, military, air force service or operation or armed forces; in any form of manual employment; offshore activities like commercial diving, oil rigging; mining; aerial photography; handling of explosives or hazardous chemicals; performing as an actor/actress; tour guide or tour escort; ship or air crews.
- (k) Claims directly or indirectly occasioned by, happening through, or in consequence of nuclear fission, nuclear fusion or radioactive contamination arising from such but not limited to power generation and nuclear weapon. This exclusion shall not apply to losses from nuclear and/or chemical and/or biological attacks arising from Acts of Terrorism in connection with this Policy.
- (l) Any claims arising from the Study Trip beyond one hundred and eighty-two (182) days.
- (m) Any loss, liability, claim, injury, cost, expense, or legal obligation of any kind directly arising from Communicable Disease
  - 1.1 which is or was categorised as a Public Health Emergency of International Concern declared by the Director General of the World Health Organisation, or characterised, referred to or in any other way communicated as a pandemic by the World Health Organisation.
  - 1.2 Once a border closure is declared by an Insured Traveller's destination country or the Government of the Insured Traveller's home country has issued a "Do not Travel" advice in respect of the Insured Traveller's destination country

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

  - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health.

This exclusion shall apply to claims made after the date of any such categorisation(s), characterisation(s) or declaration(s) other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s). This exclusion will continue to apply after the categorisation/characterisation/declaration, as described under 1.1, and 1.2 above expires or is withdrawn.

**Applicable to Benefits 1 – Medical Expenses, 2 – Hospital and Quarantine Allowance, 3 – Intensive Care Unit Allowance, 4 – Mugging, 5 – 24-Hours Worldwide Emergency Assistance Service, 6 – Compassionate Cash, 22 – Broken Bones, 23 – Missed School Cover, 24 – Resumption of Study, 25 – Study Interruption, 26 – Trauma Counseling (wherever applicable)**



- (a) Any claim related to Pre-existing Medical Conditions.
- (b) Venereal disease, congenital anomalies or deformities.
- (c) The Insured Person is i) traveling against medical advice; ii) for the purpose of seeking medical treatment, or iii) not returning to Hong Kong forthwith when medical conditions warranted and follow up treatment required after Serious Injury or Sickness occurred during the Journey.
- (d) Special nursing care or charges and expenses for wheel-chair, iron lung, artificial limbs, braces, crutches or other prosthetic devices or Hospital equipment except for the rental of such devices or equipment during the Hospital Confinement period.
- (e) Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- (f) Any costs for cosmetic or plastic surgery unless as necessitated due to Injury suffered during the Journey.
- (g) General check-up, convalescence, custodial, rest or sanatorium care, or expenses incurred not in accordance with the diagnosis, investigation and treatment of the condition which is not medically necessary.

#### **Applicable to Benefit 5 – 24-Hours Worldwide Emergency Assistance Service**

In no event shall the services offered by Worldwide Emergency Assistance entitle the Insured Person to reimbursement unless such services are approved by Worldwide Emergency Assistance in advance.

#### **Applicable to Benefit 9 – Baggage and Personal Effects**

- (a) Loss of or damage to Insured Person's baggage sent in advance or souvenirs and articles mailed or shipped separately.
- (b) Unexplained or mysterious loss or damage; loss of or damage to Insured Person's property left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.

#### **Applicable to Benefit 9a – Baggage and Personal Effects**

- (a) The following classes of property are excluded from coverage: animals, perishable products, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, camping equipment, antiques, contact/corneal lenses, artificial teeth or limbs, travel tickets or documents, money, coupons, vouchers, travelers cheques, unauthorized use of credit cards, stored value cards, postal or money orders, crockery, china, glass, sculpture, curios, pictures, musical instruments, skis or fragile articles of any kind, data recorded on tapes, cards, discs or otherwise, business documents, goods or samples, manuscripts or documents of any description, medals, coins, stamps, bonds or securities.
- (b) Loss of or damage caused by normal wear and tear, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin atmospheric or climatic condition.
- (c) Loss of or damage to hired or leased equipment and loss of or damage to property resulting directly from insurrection, rebellion, revolution, civil war, usurped power, action taken by Government Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any Government or Custom Authorities or risk of contraband or illegal transportation of trade items.

#### **Applicable to Benefits 9b – Personal Money and 9c – Document Loss and 10 – Unauthorized Use of Credit Cards**

- (a) Loss not reported to the police within twenty-four (24) hours and no police report obtained.
- (b) Shortage due to error, omission, exchange or depreciation in value.
- (c) Loss of money held in trust or custody of others.

#### **Applicable to Benefits 11 – Trip Cancellation, 12 – Trip Curtailment, 13 – Trip Re-route, 14 – Baggage Delay, 15 – Travel Delay, 16 – Missed Event and 17 – Missed Connection, 24 – Resumption of Study (wherever applicable)**

- (a) Directly or indirectly from the Insured Person's business, financial or contractual obligations or those of the Insured Person's traveling companions or from any financial circumstances whatsoever.
- (b) Directly or indirectly from disinclination to travel by the Insured Person or the persons whom the Insured Person has arranged to travel with.

- (c) Any circumstances including but not limited to Pre-existing Medical Conditions which should have been known or expected that might eventually trigger the cancellation or curtailment of the Journey at the time of planning the Journey or applying this insurance.
- (d) Financial collapse or negligence of or default of the agent or travel agent, tour operator or any other service provider forming part of the booked itinerary.
- (e) Any circumstances which shall be paid or refunded by a travel agent, tour operator or any other service provider forming part of the booked itinerary.
- (f) Redundancy, resignation or the termination of employment of an Insured Person, once a Journey has started.

#### **Applicable to Benefit 18**

- (a) Any use of the Rental Vehicle is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
- (b) The Insured Person is driving the Rental Vehicle whilst under the influence of alcohol or a drug;
- (c) The illegal or criminal use of a Rental Vehicle by an Insured Person;
- (d) The use of the Rental Vehicle on any road that is inaccessible to two-wheel-drive vehicles;
- (e) The use of the Rental Vehicle by an Insured Person without holding a valid license for the country the motor vehicle is being operated in.

#### **Applicable to Benefit 19 – Personal Liability**

Liability arising in connection with:

- (a) Admission, offer, promise, payment or indemnity made or given by or on behalf of the Insured Person without the written consent of the Company.
- (b) Any motor vehicle, motor cycle, power-driven aircraft or sea vessel.
- (c) The Insured Person's trade, business or profession.
- (d) Any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement.
- (e) Bodily Injury (including death or illness) or loss of or damage to property of any member or the Insured Person's family ordinarily residing with the Insured Person or with whom the Insured Person ordinarily resides or to any employee of the Insured Person arising out of or in the course of such employment.
- (f) Damage to property in the legal custody or control of the Insured Person.
- (g) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
- (h) i. Personal Injury or Property Damage arising, directly or indirectly, out of, or in anyway involving the Insured Person's "Internet Operations".  
This exclusion does not apply to personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.  
"Internet Operations" means the following:
  - Use of electronic mail systems by the Insured Person or the Insured Person's employees, including part-time and temporary staff, contractors and others within the Insured Person's organisation;
  - Access through the Insured Person's network to the world wide web or a public internet site by the Insured Person's employees, including part-time and temporary staff, contractors and others within the Insured Person's organisation;
  - Access to the Insured Person's intranet (meaning internal company information and computing resources) which is made available through the world wide web for customers of the Insured Person or others outside the Insured Person's organisation; and
  - The operation and maintenance of the Insured Person's web site.
 Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.
- ii. Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - the use of any computer hardware or software;



- the provision of computer or telecommunication services by the Insured Person or on the Insured Person's behalf;
- the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

## 5. CONDITIONS

### Applicable to all Benefits

- 5.1 **VALIDITY OF POLICY** - This Policy is only valid for conventional leisure travel or study tour, not applicable to expedition, adventure or similar journey.
- 5.2 **BENEFIT ENTITLEMENTS** - This Policy is applicable to any Insured Person who is full time registered student and aged up to seventy-five (75). The Table of Benefits sets out the maximum limits an Insured Person is covered under the Policy. Special conditions are applicable to Insured Person below eighteen (18) of age in certain Benefits specified therein.
- 5.3 **OTHER INSURANCE** (Applicable to Benefits 1, 4, 5, 7, 9 - 14, 15(b), 16 - 19, 23 - 26) - If a covered loss under this Policy is insured under any other policy, this Policy shall cover such loss, subject to its terms, conditions, exclusions and provisions, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contribution, excess, contingent or otherwise.
- 5.4 **ARBITRATION** - If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in Hong Kong in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 5.5 **CLAIM PROCEDURE AND SETTLEMENT** - Notice shall be given to the Company within thirty (30) days of any occurrence likely to give rise to a claim. A detailed statement in writing describing the occurrence shall be delivered to the Company. Unless otherwise requested, all Benefits provided shall be payable to the Insured Person or his/her Estate in the event of death, after receipt of proof acceptable to the Company.
- 5.6 **COMPLIANCE WITH POLICY CONDITIONS** - Failure to comply with any of the conditions contained in this Policy shall invalidate all claims hereunder.
- 5.7 **CONDUCT OF CLAIM** - The Insured Person must give whatever information or assistance upon request and must not admit, deny or negotiate any claim without the Company's written consent. Any writ, summons or other legal document served on the Insured Person in connection with a possible claim must be unacknowledged and sent to the Company immediately.
- 5.8 **DISCLAIMER** - The Company makes every effort to see that only high quality services are offered by Worldwide Emergency Assistance to the Insured Person. However, the Company is not the supplier of the services and does not accept any liability whatsoever in respect of the services provided or any of the consequences arising thereof.
- 5.9 **DUTY OF CARE** - The Insured Person shall act in prudent manner and exercise reasonable care for the safety and supervision of his or her property as it uninsured.
- 5.10 **MITIGATION OF LOSS** - The Insured Person shall be obliged to use all reasonable efforts and/or means to mitigate the effects of a medical emergency and/or liability and/or any loss of and/or damage to any insured property(ies) under any circumstances.
- 5.11 **FRAUD** - If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy the Company shall have no liability in respect of such claim.
- 5.12 **POLICY NOT ASSIGNABLE** - This Policy is not assignable and the Company shall not be committed to any notice or trust, charge, lien, assignment or other dealing with the Policy. The receipt of the Insured Person or his legal personal representative for any compensation payable herein shall in all cases be effectual discharge of liability of The Company.
- 5.13 **POLICY NON REFUNDABLE** - This Policy shall be non-renewable. No premium will be refunded once the Policy is issued.
- 5.14 **INTERPRETATION OF COVER AND JURISDICTION** - This Policy shall be interpreted in accordance with the laws of Hong Kong and subject to Hong Kong's jurisdiction.
- 5.15 **MORE THAN ONE POLICY** - The Insured Person shall not be insured for the same Journey under more than one Policy issued by the Company. In the event of the Insured Person being insured under more than one such Policy, the Company shall consider the Insured Person to be insured under the Policy which provides the highest amount of benefit. The Company shall refund any excess insurance premium payment which may have been made by the Insured Person.
- 5.16 **NOTIFY AUTHORITIES** - If the property insured under this Policy shall be lost or damaged the Insured Person shall take all reasonable measures to recover and save it, and shall also notify the police, relevant authorities, hotel and transportation company/provider within twenty-four (24) hours.
- 5.17 **POLICY CURRENCY** - This Policy is issued and denominated in Hong Kong currency.
- 5.18 **PROOF OF LOSS** - It is a condition precedent to any liability of the Company under this Policy that the Insured Person shall at his or her own expense furnish to the Company such report, information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured Person to have a medical examination of the Insured Person from time to time or in case of death upon reasonable notice to the Insured Person's personal representative to have a post mortem examination of the body. The death of the Insured Person shall be established by an official death certificate or in the event of his or her disappearance following an Accident or the total loss of a vessel or power-driven aircraft by a court order presuming his or her death.
- 5.19 **SUBROGATION** - The Company shall be entitled to take over and conduct the defence or settlement of any third party claim at the Company's discretion. The Company shall also be entitled to use the Insured Person's name to enforce recovery rights against any other person whether before or after indemnification is received under this Policy.
- 5.20 **TO WHOM INDEMNITY IS PAYABLE** - Indemnity for loss of life of the Insured Person is payable to the Estate of the Insured Person.
- 5.21 **RIGHT OF THIRD PARTIES** - Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.
- 5.22 **SANCTION LIMITATION AND EXCLUSION CLAUSE** - No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. 🌐

**Personal Information Collection Statement ("PICS")**

In relation to the personal data collected by [QBE Hongkong & Shanghai Insurance Limited] ("QBE HK"), I/we agree and acknowledge that:

- a) the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.
- b) the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at <https://www.qbe.com/hk/en/privacy-policy>. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes)
- c) QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:
  - i. third parties providing services related to the administration of my/our policy (including reinsurance); financial institutions for the purpose of processing this application and obtaining policy payments
  - ii. in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
  - iii. another member of the QBE group (for all of the purposes stated in (b) in any country; or other parties referred to in QBE' Privacy Policy for the purposes stated therein.
- d) I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:  
QBE Hongkong & Shanghai Insurance Limited  
Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong  
Email: [info.hk@qbe.com.hk](mailto:info.hk@qbe.com.hk)
- e) That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b), and (c) above.
- f) That in the event of differences between the English and Chinese, the English version shall prevail.