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Avo China Travel Protection (Upgraded) Policy

Welcome to the Avo family! This document (hereinafter known as “this Policy”) contains Avo China Travel Protection (Upgraded) Policy terms and conditions. Please read it carefully with the Benefit Schedule, the Policy Schedule and Endorsements (if any) to ensure that You fully understand what cover is being provided.

In consideration of the payment of premium, You are insured under this Policy in relation to an Insured Trip subject to the definitions, exclusions, limitations, conditions and terms contained herein, endorsed hereon, or attached hereto this Policy.

Your insurance protection is valid only for conventional leisure travel or business travel for the purpose of carrying out clerical and administrative tasks.

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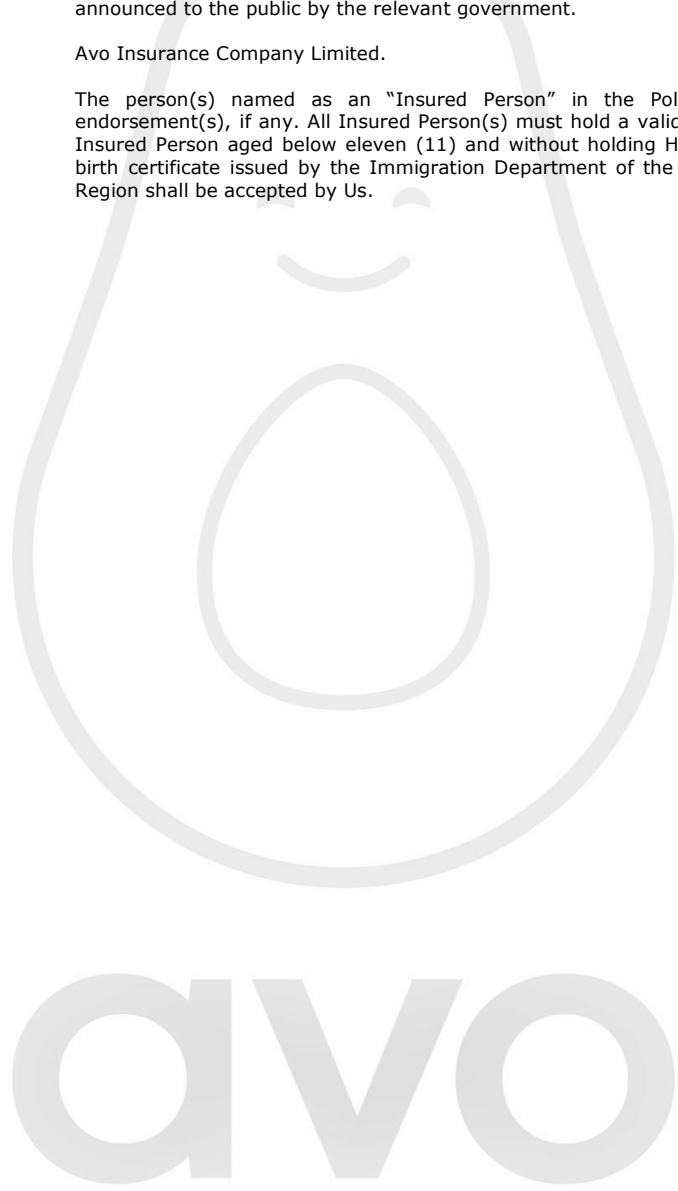
Part 1 - DEFINITIONS

As You read Your Policy, be aware that certain words in this Policy have specific meanings, which are given below:

"Accident" or "Accidental"	A sudden, unforeseen and unexpected event occurring entirely beyond the control of You.
"Benefit Amount"	The compensation amount We pay You correspond to each of the benefits stated in the Benefit Schedule for the Benefit Plan You have chosen and for which the premium has been paid.
"Bodily Injury" or "Bodily Injuries"	A physical injury or physical injuries including death which is solely and directly caused by an Accident and independently of any other cause.
"Chinese Medicine Practitioner"	A Chinese herbalist, Chinese bonesetter or acupuncturist who is duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) other than You or Your Immediate Family Member.
"Close Business Partner"	A business associate that has a share in the Insured Person's business.
"Compulsory Quarantine"	You are being placed in compulsory isolation in a Hospital or at a specific place appointed by the government for at least twenty four (24) hours and continuously stay in there until discharge from quarantine.
"Confinement" or "Confined"	You are registered as an in-patient for a continuous period of stay for medically necessary treatments of a Bodily Injury or Sickness in a Hospital and under the professional care of a Registered Medical Practitioner and which the Hospital makes a charge for room and board for such confinement.
"COVID-19"	The disease caused by a severe respiratory syndrome coronavirus 2 (SARS-CoV-2) as defined by the World Health Organization.
"Dependent Child(ren)"	A dependent and unmarried own, legally adopted or step child(ren) who is under the age of eighteen (18) on the commencement date of the Period of Insurance. Your own, legally adopted or step child(ren) must be travelling with You for the whole Insured Trip.
Domestic Helper	The domestic helper of foreign nationality who is lawfully employed by You, and residing with You and/or Your Immediate Family Member.
"Domestic Partner"	An adult who has chosen to live with You in an intimate and committed relationship, is intended to reside with You indefinitely and is able to provide such proof of residence. Domestic Partner does not include roommate.
"Extreme Sports"	Any extreme sports and sporting activities that presents a high level of inherent danger (i.e. involves a high level of expertise, exceptional physical exertion, highly specialized gear or stunts) including but not limited to cliff jumping, horse jumping, stunt riding, big wave surfing and canoeing down rapids; unless such sports or sporting activities are usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognized local tour operator, providing that You are acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities.
"Hong Kong"	The Hong Kong Special Administrative Region of the Peoples' Republic of China or the HKSAR.
"Hospital"	An establishment, duly constituted, registered and operated as a Hospital pursuant to the law of the area in which it is located for the care and treatment of sick or injured persons as inpatients with organized facilities for diagnosis and surgery and having 24-hour nursing services by legally qualified registered nurses and medical supervision of Registered Medical Practitioner(s), and is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.
"Immediate Family Member"	Your spouse, Domestic Partner, parent, parent-in-law, Legal Guardian, grandparent, grandparent-in-law, Your own son or daughter, legally adopted son or daughter, stepson or stepdaughter, brother or sister, or grandchild.
"Infectious Disease"	Any kind of infectious disease for which a pandemic alert is issued by the World Health Organization.
"Insured Trip"	<p><u>For single trip policy:</u> Each period of travel commencing from the time when You leave an immigration counter in the territory of Hong Kong on the commencement date of the Period of Insurance and until (i) the time when You arrive at any immigration counter in the territory of Hong Kong in order to re-enter Hong Kong or (ii) end of the Period of Insurance, whichever is the earlier. However, the maximum period of an Insured Trip cannot exceed one hundred and eighty-two (182) days.</p> <p><u>For annual travel policy:</u> Each period of travel commencing from the time when You leave an immigration counter in the territory of Hong Kong during the Period of Insurance and until (i) the time when You arrive at any immigration counter in the territory of Hong Kong in order to re-enter Hong Kong; or (ii) the expiry of the period of ninety-two (92) consecutive days after Your departure from Hong Kong for each Insured Trip; or (iii) end of the Period of Insurance, whichever is the earliest.</p>
"Itinerary"	The detailed plan printed on the ticket issued for a confirmed Insured Trip by a Public Transportation company, travel agency or tour operator together with the official receipt or confirmation, prior to the commencement of the Insured Trip.

"Legal Guardian"	A guardian appointed under of acting by virtue of the Guardianship of Minors Ordinance (cap. 13 of the Laws of Hong Kong).
"Loss of Hearing"	The entire, permanent and irrecoverable Loss of Hearing rendering You absolute deaf in one or both ears which is/are beyond the remedy by surgical or other treatment.
"Loss of Limb"	<p>a) In the case of an upper limb loss by physical severance at or above wrist or Permanent total loss of use of an entire arm or hand; and</p> <p>b) In the case of a lower limb loss by physical severance at or above ankle or Permanent total loss of use of an entire leg or foot.</p> <p>Permanent total loss of use of member shall be treated as loss of member. "Permanent" means lasting not less than twelve (12) consecutive months from the date of an Accident and at the expiry of that period being beyond hope of improvement.</p>
"Loss of Sight"	The entire, permanent and irrecoverable Loss of Sight in one or both eyes rendering You absolutely blind which is beyond the remedy by surgical or other treatment.
"Loss of Speech"	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.
"Medical Expense"	Expenses necessarily and reasonably incurred by You as a result of Bodily Injury sustained or Sickness contracted during the Insured Trip, for Confinement, surgical, medical, or other diagnostic or remedial treatment given or prescribed by a Registered Medical Practitioner.
"Money"	Cash, currency note and coins.
"Natural Disaster"	A large - scale extreme weather or environmental event that damages property, disrupts transportation or utilities, or endangers people, including but not limited to earthquake, fire, flood, hurricane, or volcanic eruption, which is announced by the government or other relevant authorities.
"Overseas"	The countries outside of Hong Kong and which are in the areas You have chosen at the time of application.
"Period of Insurance"	The period of time as specified in the Policy Schedule.
"Permanent Disablement"	<p>A Bodily Injury which:</p> <p>a) falls into one of the Bodily Injuries listed in the <i>Compensation Table 1</i>; and</p> <p>b) having lasted for a continuous period of three hundred and sixty-five (365) days from the date of the Accident, with no hope of improvement at the end of that period.</p>
"Permanent Total Disablement"	<p>a) Totally prevents You from working in any occupation or attending to any business whatsoever or if You have no business or occupation, from attending to Your usual duties; and</p> <p>b) Having lasted for a continuous period of three hundred and sixty-five (365) days from the date of the Accident, with no hope of improvement at the end of that period.</p>
"Policy Holder"	The applicant who takes out the insurance policy on behalf of the Insured Person(s) and must hold a valid Hong Kong Identity Card and aged 18 or above.
"Pre-existing Medical Condition(s)"	<p>Any injury, sickness, disease, infirmity, physical defect or other condition which has existed on or before</p> <p>a) the time of application of the insurance (applicable to single trip policy); or</p> <p>b) the time of booking or reservation of the Insured Trip (applicable to annual travel policy)</p> <p>in respect of You, which has manifested signs or symptoms of which You are aware or should reasonably have been aware.</p>
"Public Transportation"	Any land, sea, rail or air transport (such as airplane, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or airport limousine) that has fixed established routes only and is operated under license by the respective country for the transportation of fare-paying passengers. This excludes a cruise or tour bus service or any rental vehicles and all modes of transportation that are chartered or arranged as part of a tour (such as seaplane, whale watching boat, caravan or caravan wheel-plane, or touring skyscraper of any kinds), even if the services are regularly scheduled.
"Registered Medical Practitioner"	A person other than You or Your Immediate Family Member, qualified by degree in western medicine and legally authorized by the government in the geographical area of his/her practice to render medical and surgical services.
"Serious Bodily Injury" or "Serious Sickness"	Any Bodily Injury or sickness which requires treatment by a Registered Medical Practitioner and results in You being certified by such Registered Medical Practitioner as being life-threatening, unfit to travel or continue with Your scheduled Insured Trip and having to be Confined in a Hospital. When Serious Bodily Injury or Serious Sickness is applied to Your Immediate Family Member, Your Domestic Helper, Close Business Partner or Travel Companion, it means Bodily Injury or sickness certified by Registered Medical Practitioner as being life-threatening and having to be Confined in a Hospital, and which results the discontinuation or cancellation of Your scheduled Insured Trip.
"Sickness"	Illness or disease You contracted during the Insured Trip directly or independently of any other cause and which commences during the Insured Trip and excludes any Pre-existing Medical Condition(s).
"Special Event"	Visiting or attending a theme park, museum, musical or sporting event or competition which is open to the general public, opera, theatre, musical performance or concert that takes place Overseas during the Insured Trip.

"Third Degree Burns"	The skin has been damaged or destroyed to its full depth and damage to the tissue beneath.
"Travel Arrangement"	The tour package, transportation and/or the accommodation of the Insured Trip.
"Travel Companion"	The person, other than a tour guide or tour member, travelling with You whose name appears with Yours on the Itinerary of the whole Insured Trip and who shares the same Travel Arrangement with You.
"Travel Document(s)"	Documents of identity including passport, visa and the like necessary and solely for immigration clearance of the Insured Trip.
"Travel Ticket"	A Travel Ticket purchased for travelling on any Public Transportation.
"Terrorism"	Including but not limited to any act or threat of force, violence or any act harmful to human life, tangible or intangible property or infrastructure by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organization or government for political, religious or ideological purposes with the intention or effect to influence any government and/or to put the public or any section of the public in fear. An act of Terrorism must be confirmed and announced to the public by the relevant government.
"We", "Our", "Us" or "Avo"	Avo Insurance Company Limited.
"You", "Your" or "Insured Person(s)"	The person(s) named as an "Insured Person" in the Policy Schedule or the subsequent endorsement(s), if any. All Insured Person(s) must hold a valid Hong Kong Identity Card. For the Insured Person aged below eleven (11) and without holding Hong Kong Identity Card, holding a birth certificate issued by the Immigration Department of the Hong Kong Special Administrative Region shall be accepted by Us.



Part 2 - BENEFITS

Section 1 - Personal Accident Benefits

When an Accident happens during the Insured Trip and You suffer a Bodily Injury solely and directly causes Your death, or leads to Permanent Disablement within three hundred and sixty-five (365) consecutive days of the Accident, We will pay You or Your legal estate the percentage of the Benefit Amount based on the Bodily Injury described in the *Compensation Table 1* below up to the maximum Benefit Amount as stated in the Benefit Schedule.

If You are declared as missing because of the sinking, crashing, wrecking or disappearance of the Public Transportation You are travelling in during the Insured Trip, We will presume that You have suffered Accidental death if Your body is not found within three hundred and sixty-five (365) consecutive days from the date of Accident. We will pay the Accidental death benefit, subject to the signing of an undertaking by Your legal estate that such payment shall be refunded to Us if it is later discovered that You are found to be living.

Compensation Table 1

Bodily Injury	% of the Benefit Amount
1. Accidental death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all Limbs	100%
4. Permanent total Loss of Sight in both eyes	100%
5. Permanent total Loss of Sight in one eye	50%
6. Loss of or permanent total loss of use of two Limbs	100%
7. Loss of or permanent total loss of use of one Limb	50%
8. Permanent Loss of Speech and Loss of Hearing	100%
9. Permanent Loss of Speech	50%
10. Permanent total Loss of Hearing in both ears	100%
11. Permanent total Loss of Hearing in one ear	50%
12. Third Degree Burns - % of surface areas	
a) Head: >12% or body: >20%	100%
b) Head: >8% to 12% or body: >15% to 20%	75%
c) Head: 5% to 8% or body: 10% to 15%	50%

Conditions applicable to Section 1:

1. If You suffer more than one of the Bodily Injuries listed above in the same Accident, We will pay You or Your legal estate the one Bodily Injury with the largest Benefit Amount (i.e. the highest percentage of the Benefit Amount shows in the *Compensation Table 1*) under this Section.
2. The severity of Your Bodily Injury must be certified by a Registered Medical Practitioner with medical reports and full diagnosis.
3. Any body part which was partially disabled prior to a Bodily Injury covered under this Policy and subsequently becomes totally disabled as a result of such Bodily Injury, the percentage of Benefit Amount payable shall be determined by Us. However, no benefit shall be payable in respect of any loss of a body part which was permanently disabled prior to the Bodily Injury.

Exclusion applicable to Section 1:

In no event We will be liable to pay for any loss caused by a Bodily Injury which is a consequence of any kind of diseases or Sickness.

Section 2 – Emergency Medical & Related Expenses

2.1. Medical Expenses Incurred Overseas

If You suffer from Bodily Injury or Sickness during the Insured Trip and incur Medical Expenses (including the cost of dental treatment directly resulting from Bodily Injury) Overseas, We will reimburse You for those Medical Expenses up to the maximum Benefit Amount as stated in the Benefit Schedule. Provided that where Medical Expenses for Confinement are payable under this section, the sub-limit for room and board charges per day as stated in the Benefit Schedule shall apply. For the purpose of this Section 2.1, room and board shall mean Hospital accommodation charges including meals and general nursing services reasonably incurred by You and You are registered as an inpatient in a Hospital.

Follow-up Medical Expenses

Notwithstanding the above paragraph, We will indemnify You up to the maximum Benefit Amount as stated in the Benefit Schedule against any actual Medical Expenses charged by a Registered Medical Practitioner in Hong Kong for the continuation of medical treatment sought by You for the above Bodily Injury or Sickness within ninety (90) consecutive days after Your return to Hong Kong from the Insured Trip, provided that the medical treatment for such Bodily Injury or Sickness has first been sought from a Registered Medical Practitioner during the Insured Trip prior to Your return to Hong Kong. The Follow-up Medical Expenses benefit also includes treatment received from a registered physiotherapist and/or chiropractic doctor and/or a Chinese Medicine Practitioner in Hong Kong including Chinese bone-setting and acupuncture, for the same Bodily Injury and Sickness, up to the sub-limit as specified in the Benefit Schedule. No Follow-up Medical Expenses shall be provided unless You return to Hong Kong within twelve (12) months from the first day of Bodily Injury or Sickness.

2.2. Trauma Counselling Expenses

In the event You witness and/or are the victim of a traumatic event including rape, armed hold up, assault, Natural Disasters or acts of Terrorism during the Insured Trip Overseas, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for the necessary expenses of trauma counselling service from a registered psychiatrist or registered clinical psychologist as recommended by Registered Medical Practitioner and incurred within ninety (90) days from the occurrence of such traumatic event.

2.3. Mobility Extension

If during the Insured Trip Overseas, You suffer from Bodily Injury resulting in Permanent Total Disablement and need

- a) to operate a self-powered or climbing wheelchair;
- b) to make modification to the controls of Your motor vehicle; or
- c) to install or modify a lift, necessary ramps and railings at Your usual place of residence.

We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for the necessary and reasonable costs of such equipment and the installation or modification.

2.4. **Hotel Accommodation for Convalescence and Transportation Expenses**

If You suffer Bodily Injury or Sickness during the Insured Trip and are Confined in a Hospital Overseas, upon discharge from the Confinement and are recommended by the Registered Medical Practitioner to convalesce immediately before returning to Hong Kong, We will reimburse You up to the maximum Benefit Amount and subject to the daily limit of HK\$500 for hotel accommodation as stated in the Benefit Schedule for hotel accommodation expenses necessarily incurred (but not the costs of drinks, meals and other room services) and the additional cost of one (1) economy class one-way Travel Ticket for You to return to Hong Kong if Your original scheduled Travel Ticket is forfeited due to the Confinement or convalescence.

2.5. **Hospital Daily Allowance**

If You suffer from Bodily Injury or Sickness during the Insured Trip and are Confined in a Hospital Overseas a continuous period of over twenty-four (24) hours, We will pay You a daily allowance for each complete day of twenty-four (24) hours of Confinement. Even within ninety (90) days after returning to Hong Kong from the Insured Trip, further Confinement for the same Bodily Injury or Sickness is required, We will continue to pay You a daily allowance for each complete day of twenty-four (24) hours of further Confinement in Hong Kong until the maximum Benefit Amount as stated in the Benefit Schedule has been exhausted.

You can only claim either this Section 2.5 or Section 5.7 for the same Bodily Injury or Sickness.

Exclusions applicable to Section 2:

In addition to GENERAL EXCLUSIONS, We will not pay any claim for:

1. any elective or non-emergency treatments that in the opinion of the Registered Medical Practitioner are not urgent and medically necessary during the Insured Trip, and can be reasonably delayed until You have returned to Hong Kong;
2. eye glasses, contact lenses, hearing aids and prosthesis, and medical equipment, appliances and accessories;
3. any loss or expenses in relation to cosmetic surgery, plastic surgery and surgical or non-surgical treatment of obesity;
4. convalescent or nursing home or any rehabilitation centre;
5. any additional cost of single or private room accommodation, other than isolation room, 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;
6. any Medical Expenses related to travel against the advice of a Registered Medical Practitioner or for the purpose of receiving medical or surgical treatment;
7. any loss or expenses incurred if You fail to obtain a written medical report from the Registered Medical Practitioner;
8. any loss or expenses if You refuse to follow the recommendation of a Registered Medical Practitioner to return to Hong Kong;
9. any expenses related to treatment or services undertaken without the related recommendation of a Registered Medical Practitioner; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a suspected covered Bodily Injury or Sickness sustained or contracted during the Insured Trip within the Period of Insurance;
10. any expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms) (except for cover under Section 2.2);
11. dental treatment not resulting directly from Bodily Injury that occurred during the Insured Trip;
12. treatment or aid obtained in Hong Kong, except as provided for under Follow-up Medical Expenses above;
13. surgery or medical treatment which is not substantiated by a written report from a Registered Medical Practitioner;
14. any loss or expenses incurred after one hundred and eighty (180) days of the date on which the Bodily Injury or Sickness is sustained or contracted (except for cover under Follow-up Medical Expenses incurred under Section 2.1 and Section 2.3);
15. any Follow-up Medical Expenses incurred under Section 2.1 more than ninety (90) days after the end of the Period of Insurance; or
16. any expenses incurred under Section 2.3 after eighteen (18) months from the date of Bodily Injury.

Section 3 - Worldwide Emergency Assistance Services

When You suffer Bodily Injury or Sickness during the Insured Trip or require any referral services prior to or during Your Insured Trip, You may contact Our "24-Hour Worldwide Emergency Assistance and Referral Services Hotline": +852 3572 8222 and remember to quote Your name, policy number, location (name of Hospital if any), phone number and kinds of services when You seek for assistance.

3.1. **Emergency Medical Evacuation and/or Repatriation**

If You suffer from a Bodily Injury or Sickness during the Insured Trip and Your conditions must require immediate medical treatment which is not available in the place of Bodily Injury or Sickness, We will arrange and pay for the necessary expenses to move You to the nearest appropriate medical facility for treatment. In the event that Your condition stabilizes, We shall arrange and pay the expenses for repatriation to Hong Kong up to the maximum Benefit Amount as stated in the Benefit Schedule. Any decision in relation to evacuation/repatriation, in particular, whether an evacuation or repatriation is necessary, or mean of transfer, shall be made jointly and exclusively by the attending Registered Medical Practitioner and Us based solely upon the medical necessity.

3.2. **Repatriation of Mortal Remains or Ashes**

If You die after suffering from a Bodily Injury or Sickness during the Insured Trip, We will pay the necessary expenses to return Your mortal remains or ashes to Hong Kong up to the maximum Benefit Amount as stated in the Benefit Schedule.

3.3. **Hospital Deposit Guarantee**

If You need admission in a Hospital Overseas because You suffer from a Bodily Injury or Sickness during the Insured Trip, We will provide a guarantee for Hospital admission deposit on Your behalf up to the maximum Benefit Amount as stated in the Benefit Schedule. Such deposit shall be fully refunded to Us and is borne solely by You unless otherwise covered under Section 2.1. Medical Expenses Incurred Overseas of Part 2 of this Policy.

3.4. **Compassionate Visit**

If You are being Confined in a Hospital Overseas for more than three (3) consecutive days after suffering from a Bodily Injury or Sickness during the Insured Trip and the Registered Medical Practitioner assesses that it is medically inappropriate for You to return to Hong Kong for further treatment and no adult aged eighteen (18) or above is with You, We will pay You the reasonable economy-class round-trip Travel Ticket and hotel accommodation expenses subject to the daily limit of HK\$500 to allow one (1) family member who has attained age eighteen (18) or above to travel and be with You until the Registered Medical Practitioner confirms You are fit to continue Your Insured Trip or Your return to Hong Kong, up to the maximum Benefit Amount as stated in the Benefit Schedule

3.5. **Return of Unattended Dependent Child(ren)**

If You die or being Confined in a Hospital Overseas for more than three (3) consecutive days after suffering from a Bodily Injury or Sickness during the Insured Trip and no other adults aged eighteen (18) or above with You and to accompany Your Dependent Child(ren), We will arrange and pay the cost of economy class one-way Travel Ticket for returning Your Dependent Child(ren) to Hong Kong, up to the maximum Benefit Amount as stated in the Benefit Schedule. If necessary, a qualified attendant will be arranged to accompany Your Dependent Child(ren) during the return trip.

3.6. **24-Hour Worldwide Emergency Assistance and Referral Services**

You can call Our "24-Hour Worldwide Emergency Assistance and Referral Services Hotline" for pre-trip information; or embassy, medical service provider, lawyer or interpreter referral; or get advice on what to do if You lost Your passport or luggage.

Worldwide Emergency Assistance and Referral Services are rendered by a service provider nominated by Us and their services are provided on a best-efforts basis, and may not be available due to problems of time, distance or location. We are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service.

Exclusions applicable to Section 3:

In addition to GENERAL EXCLUSIONS, We will not pay any claim for:

1. any expenses incurred for services provided by another party for which You are not liable to pay, or any expenses already included in the cost of the scheduled Insured Trip;
2. any expenses for services not approved and arranged by the nominated service provider and Us; or
3. any expenses related to travel taken against the advice of a Registered Medical Practitioner or for the purpose of receiving medical or surgical treatment.

Section 4 – Personal Belongings

4.1. **Loss of or Damage to Personal Baggage or Effects**

When Your personal baggage or effects (except for Money and travel documents of any kind) normally worn or carried by and owned by You are lost, stolen or damaged during the Insured Trip as a direct result of theft, robbery, burglary, Accident or mishandling by Public Transportation company, We will decide whether to replace, repair or pay a cash equivalent for the lost, stolen or damaged items, up to the maximum Benefit Amount and sub-limit as stated in the Benefit Schedule. In assessing the claim payable, We will take into consideration of wear, tear and depreciation factors (such depreciation shall be applied at sole discretion of Us). If any damaged article is proven to be beyond economical repair, a claim will be dealt with as if the article has been lost. In case of loss of or damage to any article or articles which are a part of a set, the measure of loss of or damage to such article or articles will be the ratable proportion of the total value of the set at the Benefit Amount applicable to each item or set or pair, and in no event such loss or damage be construed to mean total loss of the set.

In the event of Accidental physical loss of or damage to mobile phone, smartwatch, and/or tablet, We will pay for one (1) unit of mobile phone or smartwatch or tablet, and its accessories per Insured Person per Insured Trip up to the sub-limit as stated in the Benefit Schedule (applicable to Plus Plan only). For the avoidance of doubt, in respect of claim with more than one (1) unit of mobile phone or smartwatch or tablet, We will only pay for the one (1) unit with the highest claim amount up to the sub-limit stated in the Benefit Schedule.

The following classes of property are excluded from this Section:

- a) hired or leased equipment or property;
- b) any kind of plants or animals, perishables or consumables (e.g. food, beverage, medicine);
- c) any kind of jewelry or accessories made of or contain any kind of gold, platinum, diamond, jade or pearl;
- d) fragile articles (e.g. chinaware, glassware), antiques, artifacts, documents, manuscripts or paintings;
- e) contact or corneal lenses or hearing aids or dentures;
- f) musical instruments, any sports or golf equipment;
- g) Money, cheques, debit or credit cards, any cards or vouchers with a stored or monetary value, travel documents, transportation or accommodation or any other travel vouchers or coupons, securities, bonds, negotiable instruments, title deeds, manuscripts, business documents, business goods or samples of any kind, postal orders, bank drafts, traveler's cheques, saving certificates, stamp, gift tokens, coupon, cash coupon;
- h) computers (except lap-top computer or portable notebook) including software and accessories ;
- i) identity card, passport, driver's license, entry visa, employment passes or any type of passes;
- j) any bicycles, motorized vehicles, unnamed aircraft system, aerial photography equipment, boats, or any other transportations including the accessories or remote-controlled motorized devices;
- k) information stored in tapes, cards, discs or other storage devices; or
- l) mobile phone, smartwatch, tablet, and its accessories. (Applicable to Lite Plan Only)

4.2. **Loss of Personal Money**

If Your personal Money, belonging to and being carried by You, is lost as a direct result of theft, robbery or burglary during the Insured Trip Overseas, We will reimburse You the Money lost up to the maximum Benefit Amount as stated in the Benefit Schedule.

4.3. **Loss of Travel Documents**

If Your Travel Documents or Travel Ticket is/are lost, stolen or damaged as a direct result of theft, robbery or burglary or Accident during the Insured Trip Overseas, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for:

- a) the replacement cost of the Travel Documents necessary for immigration clearance and/or Travel Ticket to continuous the Insured Trip. If any of Your Travel Document has a temporary and permanent version, We will reimburse You for only one version of such document with the lower replacement cost; and
- b) reasonable additional transportation and/or accommodation expenses necessarily incurred Overseas for the sole purpose of arranging the replacement of Travel Documents or Travel Tickets to continue the Insured Trip, subject to the daily limit of HK\$1,000 for the additional transportation and/or accommodation expenses.

4.4. **Emergency Cash to Purchase Essential Items**

When Your baggage is lost due to theft or robbery during Your Insured Trip Overseas, We will pay You up to the maximum Benefit Amount as stated in the Benefit Schedule, for actual expenses on emergency purchase of essential clothing or toiletries to get You through the period of loss.

Condition applicable to Section 4:

1. Upon any payment being made under this Section 4, We shall be entitled to take and retain the benefit and value of any recovered or damaged property, and to deal with salvage at Our absolute discretion.

Exclusions applicable to Section 4:

In addition to GENERAL EXCLUSIONS, We will not pay any claims for:

1. loss not reported to the local police within twenty-four (24) hours upon discovery of the loss and such local report is not obtained;
2. loss of or damage while in the custody of a hotel or Public Transportation company, unless You report immediately in writing to such hotel or Public Transportation company within twenty-four (24) hours after the incident and obtain their written confirmation stating the cause of loss or a property irregularity report if incurred in airline;

3. loss of or damage to any baggage or effects, Money or Travel Documents when it is left unattended in a Public Transportation or vehicle of any other kind or in a public place or as a result of Your failure to take due care and precautions for the safe guard and security of such baggage or effects;
4. loss of Money not belonging to, but being carried by You;
5. loss related to stored-value devices or digital money or other instruments of payment of any kind, including but not limited to credit value of credit card, octopus card, any stored-value card, other prepaid electronic ticket and digital wallet;
6. loss of traveler's cheques not immediately reported to the local branch or agent of the issuing body;
7. loss of or damage to any baggage or effects or souvenirs which is either separately mailed or shipped by You, or intentionally arranged to be carried by a transportation other than the one You are on board;
8. unexplained loss or mysterious disappearance;
9. normal wear and tear (including scratches, discoloration, stains, tears or dents to the surface of the item which does not affect how it works), moth, vermin or inherent vice, gradual deterioration or mechanical or electrical breakdown or derangement;
10. faulty material, workmanship or design, cleaning, repairing or restoring process, atmospheric or climatic changes;
11. the prohibition imposed by transportation or service providers, other authorities or government official;
12. delay or confiscation or detention by customs or other authorities or government official;
13. loss or Money shortage due to error, omission, any fluctuation in any rate of currency exchange, devaluation, or confiscation by any governmental authorities of any kind;
14. any fine or penalty incurred due to non-replacement or late replacement of the documents by You;
15. loss of or damage to property that has been reimbursed by a Public Transportation company, a hotel, any third party or another insurance policy;
16. loss of damage to property which resumes to function normally after it has been fixed or repaired by a third party with no additional costs incurred by You;
17. loss of travel documents and/or Travel Ticket which are not necessary for completing the Insured Trip; or
18. loss claimed under Section 5.6. Baggage Delay Lump Sum Allowance of Part 2 of this Policy arising from the same cause.

Section 5 - Trip Cancellation, Interruption or Delay

5.1. Loss of Deposit or Cancellation Charges

When You have to unavoidably cancel Your Insured Trip due to following Incident(s), We will reimburse You for the loss of irrecoverable deposits or any payment made in advance for Your Travel Arrangement, up to the maximum Benefit Amount as stated in the Benefit Schedule.

a) Redeemed Travel Arrangement

Notwithstanding the foregoing, if Your Travel Arrangement for the cancelled Insured Trip is redeemed from a customer loyalty program offered by an airline or hotel, We shall only reimburse You any service fee paid under such customer loyalty program for rebooking or resetting of the award up to the sub-limit as stated in the Benefit Schedule.

b) Missed Events

In the event that You have to unavoidably cancel Your Insured Trip due to following Incident(s), We will extend to reimburse You for the loss of irrecoverable deposits or any payment made in advance for Special Event up to the sub-limit as stated in the Benefit Schedule.

Incident(s):

- i) death, Serious Bodily Injury or Serious Sickness occurring to You, Your Immediate Family Member, Your Domestic Helper, Close Business Partner or Travel Companion within thirty (30) days before the departure date of the scheduled Insured Trip;
- ii) witness summons or jury service that requires Your presence in Hong Kong within the scheduled Insured Trip;
- iii) strike, riot, civil commotion, Terrorism, adverse weather conditions or Natural Disasters at the scheduled destination and continuing within seven (7) days before the departure date of the scheduled Insured Trip; or
- iv) serious damage to Your usual place of residence in Hong Kong resulting from burglary, fire, flood or Natural Disasters within seven (7) days before the departure date of the scheduled Insured Trip, which requires Your presence in Hong Kong on the departure date of the scheduled Insured Trip for the purpose of police investigation.

Conditions applicable to Section 5.1.:

1. The benefit of this Section will cease automatically once the Insured Trip is commenced.
2. Once a claim is made under this Section, no other benefits shall be payable in respect of the same Insured Trip.

5.2. Trip Cut Short

While You are on Your Insured Trip Overseas, You cut short Your Insured Trip and return to Hong Kong due to:

- a) death, Serious Bodily Injury or Serious Sickness occurring to You, Your Immediate Family Member, Your Domestic Helper, Close Business Partner or Travel Companion; or
- b) strike, riot, civil commotion, Terrorism, adverse weather conditions or Natural Disasters at the scheduled destination which prevents You from continuing with the Insured Trip.

We will reimburse You up to the Benefit Amount as stated in the Benefit Schedule for:

- i) any loss of unused Travel Arrangement forfeited by You which are not recoverable from any other sources; and
- ii) any additional transportation and/or accommodation expenses subject to economy-class for air-fare and the daily limit of HK\$500 for accommodation expenses that are reasonably and necessarily incurred for You to return to Hong Kong.

Condition applicable to Section 5.2.:

We will pay on a pro-rata basis for each complete day of the Insured Trip which is cut short for the unused portion of the Travel Arrangement which is forfeited and irrevocable. You should surrender any original unused portion of such Travel Arrangement to Us if they are no longer valid for travel.

5.3. Trip Re-arrangement (full 12-hour period of delay)

In the event that Your scheduled Public Transportation is delayed for more than twelve (12) consecutive hours from the departure or arrival time specified in Your Itinerary as a direct result of sudden, unexpected and unforeseen occurrence of strike, riot, civil commotion or Terrorism, hijacking, adverse weather conditions or Natural Disasters; or as a direct result of mechanical and/or electrical breakdown of the Public Transportation, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for the additional cost of transportation expenses (economy-class for air-fare) and the necessary administrative charges incurred by You to book an alternative mode of transport or travel routing to continue with Your scheduled Insured Trip and it departs earlier than the next available re-scheduled departure time offered by the original Public Transportation company.

5.4. **Extra Accommodation Expenses (full 6-hour period of delay)**

In the event that Your scheduled Public Transportation is delayed during the Insured Trip Overseas for more than six (6) consecutive hours from the departure or arrival time specified in Your Itinerary as a direct result of sudden, unexpected and unforeseen occurrence of strike, riot, civil commotion or Terrorism, hijacking, adverse weather conditions or Natural Disasters, or as a direct result of mechanical and/or electrical breakdown of the Public Transportation, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for extra accommodation expenses reasonably and necessarily incurred Overseas by You to wait for the next available re-scheduled transport to continue with Your scheduled Insured Trip, subject to the daily limit of HK\$500 for the extra accommodation expenses.

5.5. **Travel Delay Allowance (full 6-hour period of delay)**

In the event that Your scheduled Public Transportation is delayed for more than six (6) consecutive hours from the departure or arrival time specified in Your Itinerary as a direct result of sudden, unexpected and unforeseen occurrence of strike, riot, civil commotion or Terrorism, hijacking, adverse weather conditions or Natural Disasters, or as a direct result of mechanical and/or electrical breakdown of the Public Transportation, We will pay You an allowance of each full 6-hour delay, up to the maximum Benefit Amount as stated in the Benefit Schedule.

Departure or arrival delay will be calculated from the original scheduled departure or arrival time of the Public Transportation specified in the Itinerary provided to You until the actual departure or arrival time of a) the original Public Transportation or b) the first available alternative transportation offered by the that Public Transportation company. You can only claim for either the departure or arrival delay of the same Public Transportation.

If You have consecutive connecting flights, each period of delayed hours cannot be accumulated and the proximate cause of the delay must be one of the causes set out in the first paragraph of this Section 5.5.

5.6. **Baggage Delay Lump Sum Allowance (full 6-hour period of delay)**

When Your check-in baggage is delayed, misdirected or temporarily misplaced by the Public Transportation company at the scheduled Overseas destination for more than six (6) consecutive hours and it was not caused by You, We will pay You a lump sum allowance up to the maximum Benefit Amount as stated in the Benefit Schedule.

5.7. **Compulsory Quarantine Daily Allowance**

When You are placed under Compulsory Quarantine during Your Insured Trip Overseas or within seven (7) days after Your return to Hong Kong for reason of being suspected of suffering from or confirmed to have infected with an Infectious Disease during the Insured Trip, We will pay You a daily allowance for each complete day of twenty-four (24) hours of quarantine, up to the maximum Benefit Amount as stated in the Benefit Schedule

You can only claim either this Section 5.7 or Section 2.5 for the same Bodily Injury or Sickness.

5.8. **Extra Pet Accommodation Expenses (full 6-hour period of delay)**

In the event that Your scheduled Public Transportation is delayed while returning to Hong Kong for more than six (6) consecutive hours from the arrival time at Hong Kong specified in Your Itinerary as a direct result of sudden, unexpected and unforeseen occurrence of strike, riot, civil commotion or Terrorism, hijacking, adverse weather conditions or Natural Disasters, or as a direct result of mechanical and/or electrical breakdown of the Public Transportation, or You are Confined or ordered to be quarantined Overseas and causing You cannot arrive Hong Kong on the original return date as stated in the Itinerary, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for the additional, reasonable and inevitable accommodation expenses incurred in extending Your pet's stay in the same licensed kennel or cattery or pet hotel You placed during the Insured Trip. Pet refers to a dog or cat that has a microchip identification and of which You are the owner registered with the Agriculture, Fisheries and Conservation Department of Hong Kong.

Condition applicable to Section 5:

For the avoidance of doubt, in respect of the same cause of trip interruption or delay, a claim can only be made once under either

- a) Section 5.2. Trip Cut Short; or
- b) Section 5.3. Trip Re-arrangement (full 12-hour period of delay); or
- c) Section 5.5. Travel Delay Allowance (Full 6-hour period of delay);

We will pay the higher payable Benefit Amount either for a) or b) or c) as stated above.

Exclusions applicable to Section 5:

In addition to GENERAL EXCLUSIONS, We will not pay any claim for:

1. any redeemed Travel Arrangement, except as otherwise provided in Section 5.1.a) Redeemed Travel Arrangement Extension of Part 2 of this Policy;
2. any compensation for any customer loyalty points You used to pay for any part of Your Insured Trip, except as otherwise provided in Section 5.1.a) Redeemed Travel Arrangement Extension of Part 2 of this Policy;
3. expenses which are not legally obligated to pay by You;
4. any loss which will be paid or refunded by any existing insurance scheme, a government program, accommodation operator, Public Transportation company, travel agent or any other source;
5. any loss or expense incurred because You refuse to follow the recommendation of a Registered Medical Practitioner to return to Hong Kong or refuse to continue the Insured Trip whilst Your physical condition at the time of recommendation is fit for travel;
6. any loss directly or indirectly arising from bankruptcy, liquidation or default of any travel agency, tour operator, Public Transportation company and/or other provider of any service forming part of the booked Itinerary;
7. any loss directly or indirectly arising from Your failure to notify the travel agency, tour operator, Public Transportation company and/or other provider of any service forming part of the booked Itinerary of the need to cancel or cut short the Travel Arrangement immediately when it is found necessary to do so;
8. any loss arising from the Your late arrival at the airport, port or station (i.e. arrival at the time later than the time required for check-in or booking-in);
9. any loss arising from Your refusal or failure to take the first available alternative transportation offered by the relevant Public Transportation company;
10. any consequential loss arising from the late arrival of a preceding Public Transportation that causes subsequent delays/misconnections of each Public Transportation in which You have arranged to travel during the course of the Insured Trip;
11. any baggage delay which is caused by confiscation, detention or examination by customs or other authorities or government official;
12. any baggage which is either separately mailed or shipped by You, or intentionally arranged to be carried by a Public Transportation other than the one You are on board;

13. any loss claimed under Section 4.1. Loss of or Damage to Personal Baggage or Effects and/or Section 4.4. Emergency Cash to Purchase Essential Items of Part 2 of this Policy arising from the same cause (only applicable to Section 5.6. Baggage Delay Lump Sum Allowance); or
14. failure to obtain:
 - a) a written proof containing the reason and details of Your delay including the number of hours You are delayed and the alternative transportation from Public Transportation company;
 - b) Your boarding pass or departure record for the actual transportation taken;
 - c) a written medical report from the Registered Medical Practitioner for any Serious Bodily Injury or Serious Sickness;
 - d) the official receipt of extra expenses from the accommodation operator or Public Transportation company;
 - e) a written proof from Hospital or relevant health authority or government official stating the reason and number of days You are Confined or ordered to quarantined; or
 - f) a written proof containing the original and actual collection date of Your pet from licensed kennel, cattery or pet hotel.

Section 6 - Overseas Rental Vehicle Excess Protection

If You are the one driving the rental vehicle and such rental vehicle is lost or damaged due to car Accident, parking damage or theft during the Insured Trip Overseas, of which You are the named driver or co-driver in the rental agreement and You become liable for the excess (or deductible or similar condition) of the insurance policy, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for the excess that paid by You.

Rental vehicle means any non-commercial inland motor driven four-wheels passenger vehicle (except four-wheeled motorcycle) that You hire from a licensed car rental company during the Insured Trip and is in Your care and custody, for the purpose of private and leisure use and not for practice or speed trail.

Conditions applicable to Section 6:

1. A valid motor vehicle insurance policy providing coverage on the rental vehicle during the rental period must be taken out by You.
2. The rental vehicle is driven by You at the relevant time when the car Accident occurs.

Exclusions applicable to Section 6:

In addition to GENERAL EXCLUSIONS, We will not pay any claim for:

1. any use of the rental vehicle by You that is in violation of the terms of the rental agreement or applicable motor vehicle insurance policy;
2. any condition under the influence of alcohol or drugs of You when You are in control of the rental vehicle during the rental period;
3. liability other than loss of or damage to the rental vehicle;
4. any illegal or unlawful use of the rental vehicle by You during the rental period; or
5. You are not holding a valid driving license for the country in which You drives such rental vehicle.

Section 7 – Personal Liability (Applicable to Plus Plan Only)

We will indemnify You for the compensation and/or legal expenses You legally liable to pay for an Accident occurring during the Insured Trip Overseas which causes death or Bodily Injury to a third party, or Accidental damage to property of a third party, up to the maximum Benefit Amount as stated in the Benefit Schedule.

You must:

- a) not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without Our prior written approval; and
- b) send Us any writ summons or other documents in connection with the claim immediately.

Exclusions applicable to Section 7:

In addition to the GENERAL EXCLUSIONS, We will not pay any claim for:

1. anyone who has caught any illness or disease from You;
2. the property under Your care, custody or control;
3. death, Bodily Injury, property damage or legal liability to Your family, relatives, partner, Travel Companion or people who work for or with You;
4. legal costs or penalties resulting from any criminal proceedings;
5. any willful, malicious or unlawful act;
6. any liability assumed under contract;
7. Your employment, trade, business or profession;
8. Your ownership or occupation or use of any land, building or premises other than You are authorized to stay at a temporary residence during the Insured Trip;
9. Judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong;
10. Your owning, holding or using firearms, pet or animals, unnamed aircraft system, aerial photography equipment, motorized vehicles, air or watercrafts, remote controlled motorized devices or bicycles; or
11. punitive, aggravated or exemplary damages.

Part 3 - GENERAL EXCLUSIONS

We will not pay You for any benefits if the claim is caused directly or indirectly as a result of or in connection with:

1. travelling not for conventional leisure or business of clerical and/or administrative purposes;
2. medically unfit for travel, travelling against the advice of a Registered Medical Practitioner, or travelling for the purpose of obtaining medical or surgical treatment;
3. any illegal or unlawful act by You;
4. suicide, attempted suicide, intentional self-injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or willful exposure to danger (other than in an attempt to save human life);
5. Pre-existing Medical Conditions (including mental or nervous disorders, psychological or psychiatric disorders);
6. the influence of alcohol or drugs;

7. taking part in the activity of:
 - a) flying or other aerial activities except:
 - i) as a fare-paying passenger in a licensed passenger-carrying aircraft; or
 - ii) participating in such activity where the manoeuvre or navigation of such activity is responsible by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorized by the relevant local authority;
 - b) any kind of racing, motor rallies, competition, a professional capacity in any sports where You would or could earn income or remuneration from engaging in such sport as a source of income;
 - c) any Extreme Sports;
 - d) scuba diving to a depth greater than thirty (30) meters below sea level;
 - e) trekking at an altitude greater than five thousand (5,000) meters above sea level; or
 - f) strike, riot, civil commotion, or Terrorism;
 8. Your occupational activities:
 - a) working or visiting off-shore platform;
 - b) working at heights above ten (10) feet, including but not limited to roofing activities on scaffolding or gondola;
 - c) working in or visiting hazardous places e.g. construction site, shipyard, underground in a tunnel or a quarry;
 - d) working with explosives or hazardous substances;
 9. abortion, miscarriage, pregnancy or childbirth or any complications arising from these conditions;
 10. Human Immunodeficiency Virus, Acquired Immune Deficiency Syndrome, any mutant derivative or variations thereof howsoever caused, and/or any other sexually transmitted disease;
 11. engaging in naval, military or air force service or operations, armed force service; war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising (except as specified under individual sections), military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 12. any loss arising from prohibition or regulations by any government; any breach of government regulation or any failure by You to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike by the employees of Public Transportation, riot or civil commotion, adverse weather or Natural Disaster by any government or other relevant authorities.
 13. any nuclear reaction or contamination, ionizing rays or radioactivity;
 14. not taking all reasonable efforts to avoid Bodily Injury or to minimize any claim under this Policy;
 15. any event or circumstance which is existing or announced before (i) the time of application for this insurance or (ii) the date stated on the receipt of payment for the Travel Arrangement and/or Special Event, whichever is later;
 16. the following exclusions:
 - a) Property Cyber and Data Exclusion (LMA5401)
Notwithstanding any provision to the contrary within this Policy of any endorsement thereto this Policy excludes any:
 - i) Cyber Loss;
 - ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.
Definitions
"Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
"Cyber Incident" means:
 - i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
 - "Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured/Insured Person or any other party.
 - "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
 - b) Communicable Disease Exclusion (applicable to Section 1 – Personal Accident Benefits and Section 7 – Personal Liability)
Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure/cover any actual or alleged loss, liability, damage, claim, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
For the purposes of this endorsement, loss, liability, damage, claim, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - i) for a Communicable Disease, or
 - ii) any property insured, wherever applicable, hereunder that is affected by such Communicable Disease.
- 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:
- i) 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
 - ii) 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 or between organisms, and

iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured, wherever applicable, hereunder.

This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the Policy remain the same.

c) COVID-19 / Pandemics Exclusion (applicable to all sections except Section 1 – Personal Accident Benefits and Section 7 – Personal Liability)

Notwithstanding any provision to the contrary, this insurance does not insure/cover any actual or alleged loss, damage, liability, claim, compensation, injury, sickness, disease, death, medical payment, defence cost, expense, fines, penalty or any other amount directly or indirectly caused by, in connection with, contributed to by, resulting from, in any sequence, originating from, in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived:

i) Coronavirus (COVID-19) including any mutation or variation thereof; or

ii) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority; or

17. any cover, loss or expenses if provided, reimbursed or paid by Us would result in Us or Our affiliates being in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America or any jurisdiction applicable to Us.

If We allege that by reason of GENERAL EXCLUSIONS (5) or (11), any loss, damage, liability, injury, benefit, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon You and/or any other person claiming to be indemnified.



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Part 4 - GENERAL CONDITIONS

1. **POLICY CONTRACT**
This Policy is a contract between Policy Holder, You and Us which contains this Policy wordings, Benefit Schedule, the Policy Schedule and any Endorsements. Any changes to the terms and conditions of this Policy are only valid if We have given Our approval in writing, and issue You Our official Endorsement(s).
2. **AGE LIMIT**
Anyone who is aged eighty (80) or below is eligible to enroll in this Policy and renewal of annual travel policy is up to the age of eighty (80), provided that any child must obtain the consent of his/her parent(s) or Legal Guardian in order to be insured under this Policy. All benefits would be payable according to the age of Insured Person on the commencement date of the Period of Insurance.
3. **POLICY VALIDATION**
This Policy is applicable to conventional leisure travel or business travel for the purpose of carrying out clerical and/or administrative tasks without any manual work. This insurance shall not apply to persons undertaking expeditions, risking one' life or similar trip.
4. **GEOGRAPHICAL LIMIT**
This Policy covers all the geographical regions within mainland China including Macao Special Administrative Region, but excluding Hong Kong.
5. **REPRESENTATION, WARRANTY AND UNDERTAKING**
The Policy Holder hereby represents, warrants and undertakes to Us that:
 - a) He/she is duly authorized by all Insured Persons to act for them to apply for, make change to, administer, terminate, renew (if applicable) and/or accept service of notice and proceedings in relation to this Policy; and
 - b) Except for claims handling or resolving dispute, the Policy Holder is the only person that We need to communicate with in relation to this Policy, and that We do not need to communicate with the Insured Persons. All Insured Persons agree with the above representation, warranty and undertaking of the Policy Holder.
6. **KNOWN CIRCUMSTANCES OR EVENTS**
Your insurance is only valid if You purchase this Policy before You become aware of any possible situations that may lead to any claim on this Policy. (e.g. hospitalization of an Immediate Family Member, having received a terminal prognosis of an Immediate Family Member or any risk related to the travel destination).
7. **FIT FOR TRAVEL**
At the time of Your Insured Trip You must be medically fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the Insured Trip, otherwise, any claim is not payable.
8. **REASONABLE CARE**
You shall act in a prudent manner and exercise reasonable care and prevent Accidents, Bodily Injury, Sickness, loss or damage.
9. **GOVERNING LAW**
This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region.
10. **INCORRECT OR CHANGE IN INFORMATION**
If at any point in time, You become aware that any information declared to Us is incorrect, You must notify Us immediately since this can affect whether Your policy is still valid. We will assess the new details provided and may issue Endorsement; cancel the policy or decline the renewal or offer to renew the policy on different terms.
11. **BE TRUTHFUL**
This Policy shall be voidable if You hide, withhold or give any false, incorrect or misleading information during Your application of this Policy. If You are unsure, let Us have the details and We will advise whether this Policy grants You cover.
12. **CONCEALMENT OR FRAUD**
If You or anyone acting on Your behalf make a statement in the enrollment or in connection with any claim knowing that the statement is false, or fail to disclose pre-existing conditions or fail to act in utmost good faith, We will not be liable for any claim and all covers and benefits under this Policy shall cease immediately. We will not be liable to refund any premium paid. If any benefit has been paid by Us, You shall refund such benefit to Us within seven (7) working days from the date of Our notice of demand.
13. **DUPLICATE INSURANCE**
If You are covered under more than one (1) travel insurance policies which are underwritten by Us for the same Insured Trip, We shall only be liable for the travel policy with the highest plan level.
14. **MEDICAL EXAMINATION**
We shall be entitled in case of non-fatal injury to call for examination by a medical referee appointed by Us if We deem necessary and in the event of death to have a post-mortem examination at Our expense. The result of such examination shall be Our property.
15. **NOTICE OF CLAIM**
You must give written notice of claim to Us within thirty (30) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. In the event of Accidental death or You are declared as missing, immediate notice must be given to Us by Your legal estate. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at Your own expense or Your representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.
16. **PAYMENT OF CLAIMS**
We will pay all benefits (except for Section 3.1 & 3.2) to the Insured Person for their respective rights and interests. For Insured Person aged below 18, payment of claims shall be made to the parent or Legal Guardian of the Insured Person. Benefits payable under Section 3.1 Emergency Medical Evacuation and/or Repatriation and Section 3.2 Repatriation of Mortal Remains or Ashes will be paid directly to service provider. In the event of death of the Insured Person, We will pay all the pending benefits to the legal estate of the Insured Person. All indemnities provided in this Policy will be paid only after the receipt of due proof upon Our approval. The receipt of payment of claims by the Policy Holder, Insured Person, legal estate of the Insured Person, or parent or Legal Guardian of the Insured Person who is aged below 18 shall in all cases be final and complete discharge of all liabilities of Us under this Policy.

All payment of claims in this Policy shall be in Hong Kong dollars based on the exchange rate prevailing at the date of loss.

17. OTHER INSURANCE

If any loss, damage or legal liability covered under this Policy is also covered by any other source and/or insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other source and/or insurance. This GENERAL CONDITION 17 however shall not be applicable to any claim under Section 1. Personal Accident Benefits, Section 2.5. Hospital Daily Allowance, Section 5.5. Travel Delay Allowance, Section 5.6. Baggage Delay Lump Sum Allowance and Section 5.7. Compulsory Quarantine Daily Allowance of this Policy.

18. MAXIMUM LIABILITY ON ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

Where You are insured under multiple policies which contain Accidental death and Permanent Disablement covers and are issued by Us, the maximum liability in respect of You under all Accidental death and Permanent Disablement covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

19. RIGHTS OF RECOVERY

In the event that authorization of payment and/or payment is made by Us or the 24-hour Worldwide Emergency Assistance and Referral Service provider for a claim that is not covered by this Policy or when the Benefit Amount as stated in the Benefit Schedule is exhausted, We reserve the right to recover the said amount from You.

20. CURRENCY

All premiums and benefits payable under this Policy are in Hong Kong dollars unless otherwise endorsed in the Policy Schedule. For claim incurred in foreign currency, the exchange rate will be determined by Us at a reasonable foreign currency exchange rate We choose. We are not legally responsible for any exchange rate-related losses that You may have.

21. LANGUAGE

The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

22. DEALING WITH DISPUTES

If any dispute on Your policy that We cannot resolve, We agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the chairman for the time being of Hong Kong International Arbitration Centre. It is 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. We disclaim liability to You for any claim under Your policy and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

23. RIGHTS OF THIRD PARTIES

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

24. SANCTION CLAUSE

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits to You if the loss or expense reimbursed or paid by Us would expose Us 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 and United States of America or any jurisdiction applicable to Us.

25. COMPLIANCE WITH POLICY PROVISIONS

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

26. POLICY LIMIT

The maximum amount of compensation You receive from Us shall not more than the sub-limit of each benefit and the maximum Benefit Amount of each section as stated in the Benefits Schedule. In no event shall the total Benefit Amount payable exceed 100% of the maximum Benefit Amount and any applicable sub-limits as stated under each section in the Benefit Schedule.

27. AUTOMATIC EXTENSION

If Your Insured Trip exceeds the Itinerary or the Period of Insurance for any reason outside Your control, We will automatically extend Your insurance cover for up to a maximum of ten (10) calendar days or until the time when You arrive at any immigration counter in the territory of Hong Kong, whichever is the earliest.

28. COLLECTION OF PERSONAL DATA

You and the Insured Persons agreed that all personal data collected and held by Us will be used according to Our Privacy Policy which is available at Our website.

29. RENEWAL (FOR ANNUAL TRAVEL POLICY ONLY)

The Policy shall remain in force for a period of one (1) year from the commencement date of Period of Insurance and this Policy will be renewed at Our discretion. Yet We reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, Benefit Amount or exclusions of this Policy at the time of renewal of any Period of Insurance of this Policy by giving thirty (30) days' written notice to You. We will not be obligated to reveal Our reasons for such amendments. For non-renewal policy, We will notify You the policy not to invite renewal at Our absolute discretion thirty (30) days prior to the expiration of this Policy.

30. CANCELLATION

- a) We may cancel this Policy at any time by sending You fourteen (14) days' advance written notice to the latest address or Your latest email address on Our file and refund pro-rata premium for the unexpired period. The cancellation will not prejudice any claim originating prior to cancellation of this Policy. Any notice so served shall be deemed received by You as follows:
 - i) If sent by post, two (2) working days after posting; or
 - ii) If sent by email, on the date and time transmitted.
- b) You can cancel this Policy at any time by giving prior written notice to Us, subject to the following:
 - i) Single trip policy: There is no refund of premium for cancellation once the policy has been issued.
 - ii) Annual travel policy: We will refund the portion of premium equivalent to 30% of the actual premium You paid, provided that no claim has been made or paid under this Policy and the remaining Period of Insurance of the Policy is more than six (6) months, otherwise no refund of premium will be made. Our liability under this Policy shall cease upon receipt of Your written cancellation instruction and there will be no reinstatement of policy if You cancel this Policy.