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## **Avo GBA Travel Protection (Upgraded) Policy**

Welcome to the Avo family! This document (hereinafter known as "this Policy") contains Avo GBA 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 caused solely and independently by an Accident.
"Chinese Medicine Practitioner"	A Chinese herbalist, Chinese bonesetter or acupuncturist other than You or Your Immediate Family Member who is legally registered with The Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance.
"Close Business Partner"	An individual who is a co-owner of a company as You with documentation provided as proof, to Our satisfaction.
"Compulsory Quarantine"	You are being placed in compulsory isolation in a Hospital or at a specific place appointed by the government.
"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 case of a Registered Medical Practitioner and which the Hospital makes a charge for room and board for such Confinement.
"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 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 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 thirty-one (31) 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.
"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"	The permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
"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.
"Loss of Use"	Total functional disablement.
"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.
"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.
"Money"	Cash, currency note, coins, cheques, postal orders, bank drafts, traveler's cheques, saving certificates, stamps, gift tokens, coupon or cash coupon.
"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"	A Bodily Injury which: <ul style="list-style-type: none"> <li>a) falls into one of the Bodily Injuries listed in the <i>Compensation Table 1</i>; and</li> <li>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.</li> </ul>
"Permanent Total Disablement"	<ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>
"Pre-existing Medical Condition(s)"	Any Bodily Injury or Sickness which within one hundred and eighty-two (182) days prior to the commencement of Your Insured Trip: <ul style="list-style-type: none"> <li>a) You have received medical treatment, diagnosis, consultation or prescribed drugs; or</li> <li>b) The symptoms or manifestations have existed, whether treatment was actually received; or</li> <li>c) A reasonable person in the circumstances would be expected to be aware of.</li> </ul>
"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.
"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, 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.
"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 Overseas.
"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 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) insured and named in the Policy Schedule. 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**

#### **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 as a result of Accident only) Overseas, We will reimburse You for those Medical Expenses up to the maximum Benefit Amount as stated in the Benefit Schedule.

#### **Follow-up Medical Expenses**

In the event that, You seek medical treatment Overseas and incur Medical Expenses as a result of Bodily Injury or Sickness during the Insured Trip and still require follow-up medical treatment by Registered Medical Practitioner or Chinese Medicine Practitioner within ninety (90) days after returning to Hong Kong, We will extend to reimburse You up to the sub-limits as stated in the Benefit Schedule for the follow-up Medical Expenses incurred in Hong Kong 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. cosmetic surgery, eye glasses, contact lenses, hearing aids and prosthesis, and medical equipment, appliances and accessories;
3. convalescent or nursing home or any rehabilitation centre;
4. 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;
5. any Medical Expenses related to travel against the advice of a Registered Medical Practitioner or for the purpose of receiving medical or surgical treatment;
6. any loss or expenses incurred if You fail to obtain a written medical report from the Registered Medical Practitioner;
7. any loss if You refuse to follow the recommendation of a Registered Medical Practitioner to return to Hong Kong or to continue the Insured Trip whilst Your physical condition at the time of recommendation is fit for travel; or
8. 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.

### **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 (Applicable to Plus Plan Only)**

If You die after suffering 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 - Emergency Medical & Related Expenses of Part 2 of this Policy.

3.4. **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 (Applicable to Plus Plan Only)**

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

When Your personal baggage or effects (except for Money and travel documents) 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 that are owned by You or entrusted to You, up to the maximum Benefit Amount as stated in the Benefit Schedule. In assessing the claim payable, We will take into consideration of wear, tear and depreciation factors. 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.

The following classes of property are excluded from this Section:

- a) business goods or samples of any kind;
- b) hired or leased equipment or property;
- c) any kind of plants or animals, perishables or consumables (e.g. food, beverage, medicine);
- d) any kind of jewelry or accessories made of or contain any kind of gold, platinum, diamond, jade or pearl;
- e) fragile articles (e.g. chinaware, glassware), antiques, artifacts, documents, manuscripts or paintings;
- f) contact or corneal lenses or hearing aids or dentures;
- g) musical instruments, any sports or golf equipment;
- h) Money, securities, debit or credit cards, any cards or vouchers with a stored or monetary value;
- i) computers (except lap-top computer or portable notebook) including software and accessories;
- j) identity card, passport, driver's license, entry visa, employment passes or any type of passes;
- k) any bicycles, motorized vehicles, boats, or any other transportations including the accessories or remote-controlled motorized devices; or
- l) information stored in tapes, cards, discs or other storage devices.

4.2. **Loss of Travel Documents**

If Your travel documents (including identity card, passport, driver's license, entry visa, employment passes or any type of passes) 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 such documents or Travel Tickets to continuous the Insured Trip, subject to the daily limit of HK\$500 for the additional transportation and/or accommodation expenses.

**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 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 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;
5. unexplained loss or mysterious disappearance;
6. 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;

7. faulty material, workmanship or design, cleaning, repairing or restoring process, atmospheric or climatic changes;
8. the prohibition imposed by transportation or service providers, other authorities or government official;
9. delay or confiscation or detention by customs or other authorities or government official;
10. any fine or penalty incurred due to non-replacement or late replacement of the documents by You;
11. loss of or damage to property that has been reimbursed by a Public Transportation company, a hotel, any third party or another insurance policy;
12. 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; or
13. loss of travel documents and/or Travel Ticket which are not necessary for completing the Insured Trip.

## **Section 5 - Trip Cancellation, Interruption or Delay (Applicable to Plus Plan Only)**

### **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, 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) unexpected Outbreak of Infectious Disease, 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;
- iv) serious damage to Your home 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;
- v) unexpected Compulsory Quarantine on You and continuing on the departure date of the scheduled Insured Trip; or
- vi) closure of airspace or airport that leads to the cancellation of Your scheduled flight to the scheduled destination within the scheduled Insured Trip.

#### **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 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 or airport closure, 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.

### **5.3. 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 or airport closure, 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 has 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 5.3.

### **5.4. 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 airport closure, 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 irrecoverable 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 Re-arrangement (full 12-hour period of delay); or
- b) 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) 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 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; or
13. 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 - 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 6:**

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. Your owning, holding or using firearms, pet or animals, motorized vehicles, air or watercrafts, remote controlled motorized devices or bicycles; or
10. 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 or travelling for the purpose of getting medical care, advice or treatment (including cosmetic, plastic or any elective surgery, surgical or non-surgical treatment of obesity) or health check-ups;
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;
8. Your occupational activities:
- a) working or visiting off-shore platform;
  - b) working at heights above thirty (30) 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. HIV, AIDS and/or any 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
12. any loss arising from prohibition or regulations by any government (except benefits payable under Outbreak of Infectious Disease of Section 5.1.(iii), 5.1.(v) and (vi)); 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; or
16. 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.

#### **Part 4 - GENERAL CONDITIONS**

1. **POLICY CONTRACT**  
This Policy is a contract between You and Us and contains this Policy wordings, the 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's life or similar trip.
4. **GEOGRAPHICAL LIMIT**  
This Policy covers the Guangdong-Hong Kong-Macao Greater Bay Area which comprises the Macao Special Administrative Region, and the nine municipalities of Guangzhou, Shenzhen, Zhuhai, Foshan, Huizhou, Dongguan, Zhongshan, Jiangmen and Zhaoqing in the Guangdong Province of the People's Republic of China, but excluding Hong Kong.
5. **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).
6. **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.
7. **REASONABLE CARE**  
You shall act in a prudent manner and exercise reasonable care and prevent Accidents, Bodily Injury, Sickness, loss or damage.
8. **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.
9. **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.
10. **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.

11. **CONCEALMENT OR FRAUD**  
If You or anyone acting on Your behalf put forward any claim under this Policy knowing the same to be false or fraudulent, this Policy shall be void in its entirety and be of no effect whatsoever and all claims that You may have made for an indemnity under it shall be forfeited.
12. **DUPLICATE INSURANCE**  
If You are covered under more than one 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.
13. **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.
14. **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.
15. **TO WHOM INDEMNITIES PAYABLE**  
Any indemnity related to Accidental death shall be payable to Your legal estate. All other indemnities shall be payable to You except the amount incurred by the 24-hour Worldwide Emergency Assistance and Referral Service provider We nominated. For Insured Person aged below eighteen (18), all indemnities payable shall be made to his/her parents or his/her legal guardian.
16. **OTHER INSURANCE**  
Except for Section 1. Personal Accident Benefits and Section 5.3. Travel Delay Allowance, if a loss covered by this Policy is also covered by other travel insurance policy(ies), and, if You receive compensation from any other source, such as other insurance policies or the service provider for the same loss that You are insured with Us, We will only pay in excess of the compensation You receive from others up to the Benefit Amount as stated in the Benefit Schedule.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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 Special Administrative Region) to enforce any terms of this Policy.
23. **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.
24. **COMPLIANCE WITH POLICY PROVISIONS**  
Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
25. **POLICY LIMIT**  
The maximum amount of compensation You receive from Us shall not more than the sub-limit of each benefit and the 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.
26. **AUTOMATIC EXTENSION**  
If Your Insured Trip exceeds the Itinerary or the Period of Insurance for any reason outside Your control, We will automatically extend the Period of Insurance 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.
27. **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.

28. 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.

29. 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.

