
One-day Safe Local Travel Accident Insurance Policy 1.0

Here is your new Insurance Policy. Please examine it together with the Schedule, to make sure that You are fully aware of the protection You can enjoy.

It is important that the Policy, the Schedule and any amendments are read together to avoid any misunderstandings.

Almost certainly your needs will change. If they do, please let Us know - your Policy is designed for easy amendment or extension.

How Your Insurance Operates

Your One-day Safe Local Travel Accident Insurance Policy 1.0 is a contract between You and Us. The application form, declaration and information given are the basis of this contract.

In consideration of You paying to Us the required Premium, We agree to pay You the Benefits stated in the Schedule for Bodily Injury which the Insured Person sustains during the Period of Insurance. In case the Bodily Injury results in death of the Insured Person, We will pay the Benefits to his/her legal personal representative.

Our Promise of Service

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so please contact, preferably in writing, your broker or agent. If You do not have a professional adviser please contact, our Business Manager, who has wide authority and is always ready to help You with your problems.

General Conditions

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from Us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. You must advise Us in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such changes. Neither alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of Us.
3. We shall not recognise or be affected by any notice of trust, charge or assignment relating to this Section, and your receipt or that of your legal personal representatives shall in all cases effectively discharge our liability.
4. No refund of premium will be allowed once the Policy is issued unless the trip is cancelled due to Adverse Weather Conditions subject to the minimum premium.
5. If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time

being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.
7. 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.

Claims Conditions

The payment of claims under this Policy is dependent upon observance of its terms and conditions by You, in so far as they apply, by the Insured Person or any other claimant.

1. You or anyone acting on your behalf must report in writing to Us within 30 days with full details of any Bodily Injury which may result in a claim under this Policy.
2. You or the Insured Person shall employ the services of a registered medical practitioner and the Insured Person shall undergo any treatment such practitioner shall deem necessary.
3. All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required by Us.
4. The Insured Person may have to undergo further medical examination required by Us at our expense.
5. In the event of death of the Insured Person We shall require sight of the death certificate and may require a post-mortem examination at our expense.
6. You or anyone acting on your behalf must not make any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under the Policy.

General Exceptions

We will not pay the Benefits for:

1. Bodily Injury, death, disability, loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - e) any chemical, biological, bio-chemical, or electromagnetic weapon
2. Bodily Injury, death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b) any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.
3. Bodily Injury, death or disability caused by the Insured Person:
- a) flying or travelling in an aircraft,
 - b) engaging in air crew,
 - c) engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country,
 - d) engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
4. Bodily Injury, death or disability caused by the Insured Person engaging in or practising for:
- a) parachuting or any sporting activities in connection with an aircraft,
 - b) hang gliding,
 - c) any kind of race (other than on foot or swimming) or trial of speed or reliability,
 - d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes,
 - e) Water skiing, scuba diving, bungee jumping, horse riding, hot-air ballooning or windsurfing.
5. Bodily Injury, death or disability caused by:
- a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life),
 - b) pregnancy, childbirth or pre-existing physical or mental defect or infirmity,
 - c) the Insured Person being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction),
 - d) the Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Bodily Injury,
 - e) fighting (except in bona fide self defence), provoked assault, resistance to arrest,
 - f) illegal acts of the Insured or the Insured Person.
6. Death, disability, any injury, sickness, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
7. Bodily Injury, death or disability arising directly or indirectly from circumstances due to Adverse Weather Conditions. However, this exception does not apply if the trip commenced before the relevant warnings or signals (as stated in the definition of "Adverse Weather Conditions") are issued by the Hong Kong Observatory.

8. Bodily Injury, death or disability arising in connection with any trip which forms part of an in-bound tour.

Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

If We allege that by reason of these General Exceptions any claim is not covered by the Policy, then the burden of proving that the claim is covered shall be upon You.

Definition of Words

Certain words have been defined below. They have the same meaning wherever they are used in the Policy.

Bodily Injury means: -

Bodily injury suffered in Hong Kong caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

Hospital means: -

An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- (a) has organised facilities for diagnosis, treatment and major surgery;
- (b) provides twenty-four hours a day nursing services by registered graduate nurses;
- (c) is under the supervision of a physician; and
- (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

Insured Person means: -

The persons participating in the trip as per list lodged with the Company.

Period of Insurance means: -

From the commencing time of the trip to the end of the trip within the period specified in the Schedule for which We have agreed to accept and You have paid or agreed to pay the appropriate premium.

Schedule means: -

The Schedule attached to the policy of insurance.

You/The Insured means: -

The person named in the Schedule who is the policyholder of the insurance.

We/Us/the Company means: -

MSIG Insurance (Hong Kong) Limited.

Adverse Weather Conditions means: -

When the following warnings are issued by the Hong Kong Observatory to the public - Tropical Cyclone Warning Signal number 8 or above, Red Rainstorm Warning Signal, Black Rainstorm Warning Signal, Thunderstorm Warning.

Special Provisions

a) Disappearance

We shall presume death to have been suffered by the Insured person if he or she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads Us to the conclusion that death was caused by Bodily Injury. We shall be liable to make payment of benefit for death. However, if at any time after payment of the Death Benefit for such death the Insured Person is found to be living, such benefit shall be refunded to Us.

b) Exposure

If an Insured Person suffers Bodily Injury and thereafter in consequence of that Bodily Injury suffers death or disablement as a result of exposure to the elements, We will consider such death or disablement as having been caused by Bodily Injury.

BASIC BENEFITS

SCHEDULE OF BENEFITS

Plan	Death (HK\$)	Permanent Disablement (HK\$)	Medical Expenses (HK\$)
A	200,000	200,000	5,000
B	200,000	200,000	2,000
C	100,000	100,000	2,000
D	50,000	50,000	2,000
E	100,000	100,000	Not Available
F	50,000	50,000	Not Available

* The maximum indemnity under Death and Permanent Disablement sections for Insured Person aged under 17 or between 71 and 75 will be limited to only 25% of the Sum Insured.

If such Bodily Injury as aforesaid shall be the sole and direct cause of the following the Company shall pay Benefits as outlined below:

- 1. **DEATH** 100% of the amount stated in the Schedule
- 2. **PERMANENT DISABLEMENT** Percentage of the amount as specified below stated in the Schedule

PERCENTAGE

- 1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind
 - 2. Total and permanent loss of all sight in one or both eyes
 - 3. Total loss by physical severance or total and permanent loss of use of:
 - a) one or two limbs
 - b) one or two hands
 - c) arm above the elbow
 - d) arm at or below the elbow
 - e) leg above the knee
 - f) leg at or below the knee
 - 4. Permanent total insanity
 - 5. Permanent total paralysis of all limbs
- 100%
- 6. Total loss by physical severance or total and permanent loss of use of:
 - a) Thumb and four fingers of one hand 70%
 - b) four fingers of one hand 45%
 - c) thumb (two phalanges) 25%
 - d) thumb (one phalanx) 10%
 - e) index finger (three phalanges) 15%
 - f) index finger (two phalanges) 8%
 - g) index finger (one phalanx) 4%
 - h) each other finger (three phalanges) 10%
 - i) each other finger (two phalanges) 4%
 - j) each other finger (one phalanx) 2%
 - k) all toes of one foot 17%
 - l) great toe (two phalanges) 5%
 - m) great toe (one phalanx) 2%
 - n) any other toe 3%
 - 7. Total and permanent loss of:
 - a) hearing in two ears 75%
 - b) hearing in one ear 25%
 - c) speech 60%

8. Any permanent partial disablement not specified above other than loss of sense or taste or smell:

- such percentage to be assessed by Us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.

3. MEDICAL EXPENSES

Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within three (3) consecutive months of the happening of the Bodily Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such medical practitioner, physician or surgeon.

The Company will pay up to an amount not exceeding the amount stated in the Schedule under Medical Expenses Benefit in respect of any one event.

Overall Aggregate Limit

The absolute maximum payable for any one event or accident under this Policy is the aggregate limit shown in the Schedule.

Compensation limits in respect of any one Insured Person

- 1. Death Benefit stated in the Schedule shall not be payable for:
 - a) unless the death takes place within twelve (12) calendar months after the date of Bodily Injury,
 - b) in addition to Permanent Disablement Benefit stated in the Schedule if caused by the same Bodily Injury, except that if a payment has been made under any part of Permanent Disablement Benefit and death occurs subsequently solely caused by and within twelve (12) calendar months of the Bodily Injury, then we shall pay any difference if the Benefit payable for death is greater than that already paid for Permanent Disablement.
- 2. Permanent Disablement Benefit stated in the Schedule shall not be payable for:
 - a) unless satisfactory proof has been given to the Company that the disablement has continued for a period of twelve (12) calendar months from the date of Bodily Injury and will in all probability continue for the remainder of the Insured Person's life,
 - b) any specific part of permanent disablement where greater benefit amount is payable for another part of the permanent disablement includes that specific part,
 - c) more than 100% in aggregate in respect of any one Bodily Injury for any one Insured Person.
- 3. If any medical expenses covered under the Policy is also covered by any other insurance, We shall not be liable under the Medical Expenses Benefit except for any excess beyond the amount payable under other insurance.

No benefit stated in the Schedule shall be payable until the total amount of the Benefit shall have been ascertained and agreed unless otherwise agreed by the Company.

AGE LIMIT WARRANTY: - It is warranted that all Insured Persons are between 6 weeks & 75 years of age inclusive.

Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

PRIVACY POLICY

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at www.msig.com.hk. You should check the Privacy Policy regularly for changes.

Personal Information Collection Statement

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes; and
- complying with applicable laws, regulations or any industry codes or guidelines.

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address. We cannot use your personal data for voluntary purposes without your consent.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msig-asia.com'. In your notification, you must supply the same required information as listed below.

To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.	
Full Name:	
Contact Number:	
HKID Number:	<i>(for identification purpose)</i>
Policy / Certificate / Acknowledgement Number (if you have one):	
NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Claims Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 www.msig.com.hk 下載。您應定期查閱此範本所修改的內容。

個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；及
- 遵循適用法律，條例及業內守則及指引。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。未獲您同意之前我們並不能使用您的個人資料作自願性用途。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並
將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。
您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至“dpo@hk.msif-asia.com”。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。

姓名：

聯絡電話：

香港身份證號碼： (作識別之用)

保單號碼 / 證書編號 / 確認編號 (如適用)：

附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險索償投訴局及同類的保險業機構；
- 法例要求或許可的政府機關。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。