



BUSINESS EASY SMART TRAVEL (B.E.S.T.) INSURANCE POLICY

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Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

Please read this policy carefully and have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description; otherwise this Policy will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this Policy will render this Policy voidable.

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Business Easy Smart Travel INSURANCE POLICY

INTRODUCTION

Welcome to Business Easy Travel Smart (B.E.S.T.) – a group travel insurance product of Liberty International Insurance Limited (“Plan”).

IMPORTANT – Please read this *Policy* carefully to see that it meets your requirements. Have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description; otherwise this *Policy* will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the application of this insurance and/or breach of any warranty or condition(s) of this *Policy* will render this *Policy* voidable. Your duty of disclosure remains through each *Period of Insurance*. You have a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure and on what terms and whether to renew, extend, vary or reinstate this *Policy*.

THE POLICY

The information provided under the application or enrollment forms and declaration and signed by *Policyholder* and on behalf of the *Insured Persons* together with any other information supplied by *You* or on *Your* behalf will form part of this *Policy* together with the *Schedule* and *Statement of Insurance* and any memoranda or endorsements thereon. Together, it shall be considered one document (“*Policy*”). Any capitalized and/or italicized word or expression used in any of the documents forming a part of the *Policy* but not otherwise defined shall bear such meanings in Part I Definitions.

The *Policy* is a legally binding contract between Liberty International Insurance Limited (“*Company*”) and the *Policyholder*.

In consideration of the payment of the *Premiums*, and subject to due observance and fulfillment of the terms, conditions and exclusions of this *Policy* insofar as they relate to anything to be done and complied with by the *Insured* or the *Insured Person*, if any of the *Events* referred to in this *Policy* shall happen, *We* will pay the Benefits to the *Insured Person*, or in the case of *Accidental Death*, to the *Beneficiary* to the extent and in the manner provided in this *Policy*, subject always to all stated terms, conditions and exclusions and provided always that;

- (a) The liability of the *Company* shall not exceed the Benefit limits as set out in the *Policy* for any one *Period of Insurance*; and
- (b) The *Policy* shall continue in effect unless and until it is terminated in accordance with Part V General Conditions; and
- (c) The *Policy* shall become effective as of the first day of the original *Period of Insurance* at 00:01 a.m., Hong Kong time, (or such *Date of Entry* if an *Insured Person* is added to the *Policy* later)

This *Policy* is an annual contract with the *Company* and shall be issued for one (1) year periods. At the end of each one (1) year period it is renewable at a premium as determined by the *Company* in accordance with the terms and conditions of the *Policy*. Pronouns used in this *Policy* shall, when applicable, apply to either gender.

Headings are provided for reference only and do not form part of the *Policy* for interpretation purposes.

ELIGIBILITY

To be eligible to enroll for *Cover* and continued *Coverage* under this *Policy*, an *Insured Person* is one who fits the criteria as defined under this *Policy* and will be as described in the *Policy Schedule* and has completed or whose name is included in an application form for this *Policy* and in respect of whom coverage has been confirmed in writing by *Us* upon payment of the *Premiums*.

Insured Persons must also: -

- (a) be between Age sixteen (16) years to Age eighty (80) (inclusive) on the date of application for Coverage under the *Policy*; AND
- (b) Age eighty (80) or under at the start of any *Trip*; AND

- (c) Not travelling against medical advice and have sought medical advice if they have any health concerns affecting their ability to travel; AND
- (d) Travelling on a journey that meets the definition of a *Trip*; AND
- (e) not have USA as both Home Country and Stationed Country; AND
- (f) not have Sanctioned Countries as their Home Country or Stationed Country.

Mainland China citizens with Mainland China as their *Home Country* will not be covered unless they:

- (a) are residing in a *Stationed Country* with a valid working permit outside of the Mainland China; OR
- (b) holds a current Hong Kong Identity Card with Hong Kong as its *Stationed Country*; OR
- (c) will not have Mainland China stated as their *Stationed Country* during a Period of Insurance; AND
- (d) *Policy* application and payment of *Premium* for the Mainland China applicant is conducted outside the Mainland China.

SANCTION LIMITATION & EXCLUSION

We reserve the right not to accept application for cover OR to cease providing cover if *Our* so doing will in *Our* opinion expose *Us* to risk of any breach of any applicable laws or regulations, as well as international economic sanctions, laws or regulations. For avoidance of doubt, *We* shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose *Us* to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union ("*EU*"), United Kingdom ("*UK*") or United States of America ("*USA*").

TERRITORIAL SCOPE OF POLICY COVERAGE

Worldwide *Coverage* covering the *Insured Person* against *Accidental Death*, *Bodily Injury*, *Sickness* and any other *Cover* specified in *Policy* and/or *Schedule* whilst *Insured Person* is on a *Trip*.

AUTOMATIC EXTENSION OF COVERAGE

If *You* are unable to return to *Your Stationed Country* before *Your Cover* ends due to unforeseen reasons which *You* could not prevent and was outside *Your* control, *Your Cover* will remain in force up to 14 (fourteen) days past your Period of Insurance- end date, if *Your* return to *Your Stationed Country* is cancelled or delayed as a result of *Your Bodily Injury*, *Sickness* or compulsory quarantine.

PART I DEFINITIONS

To help *You* better understand *Your Policy* the following words and phrases used have specific meanings, which are set out in this section. To help enable *You* to easily recognise the defined words and phrases *We* have shown them in italic wherever they appear in *Your Policy*.

The following definitions apply to the *Plan*:

Accident shall mean a sudden, unintended, unusual and identifiable event happening by chance that could not have been expected or foreseen and occurring during the *Period of Insurance*, resulting in *Bodily Injury*. The word *Accidental* shall be construed accordingly.

Accidental Death shall mean death resulting from *Bodily Injury*.

Age shall mean the age at the last birthday upon the commencement date, *Date of Entry* or renewal date of the *Policy*.

Baggage shall mean personal property belonging to an *Insured Person* or *Business Property* belonging to *Policyholder* for which an *Insured Person* is responsible for, and in possession of, (except *Money*, antiques, jewellery that is not worn or carried by the *Insured Person* at the time of loss or damage, contracts, bonds, securities, animals, software, business goods or sample, vehicles or any other conveyances or their accessories), or taken or acquired during the *Trip*.

Beneficiary shall mean the person(s) stated in the *Schedule*, if any, designated by the *Insured Person* from time to time as the recipient of death benefits payable under this *Policy*.

Benefits shall mean the insurance *Coverage* set out in this *Policy* under a Group Plan and any extensions or restrictions shown in the *Policy Schedule* or in any endorsements (if applicable). To claim indemnity or reimbursement, the *Insured*



Person must, amongst other requirements under this *Policy*, be able to produce original receipts for expenses incurred that are covered under this *Policy* as *Benefits*.

Bodily Injury shall mean physical bodily injury sustained by the Insured Person as a foreseeable consequence caused directly by an *Accident*, solely and independently of any illness or other cause or contributing factor, where the *Accident* occurred during the *Period of Insurance* whilst the person is an *Insured Person* and death or disablement results within twelve consecutive (12) months of the *Accident*. *Bodily Injury* includes illness or disease resulting directly from medical or surgical treatment rendered *Medically Necessary* by any *Bodily Injury*. It does not include *Sickness* or any *Pre-existing Medical Condition*.

Business Property shall mean office equipment, business documentation, stationery and other instruments belonging to the *Insured* which are used for a business purpose but excludes *Electronic Data*.

Chinese Physician shall mean a legally licensed Chinese medical practitioner (including a Chinese herbalist, acupuncturist or bonesetter) duly registered and practicing within the scope of their license and training under the geographical area of the country in which such practice is maintained and renders treatment directly related to the *Bodily Injury* or *Sickness* being treated. A *Chinese Physician* cannot be the *Insured*, an insurance intermediary, an employer, an employee, a *Family Member*, or business partner of the *Insured* and/or the *Insured Person*. Note: Any charges made not within the definition of *Chinese Physician* shall not be subject to reimbursement.

Civil Commotion shall mean a domestic disturbance, disorder, armed opposition, insurrection, revolution, armed rebellion, sedition, or public uprising by a large number of people or members of the public, which causes tumult, disturbance, harm or damage to people or property.

Comatose State shall mean a state of continuous profound unconsciousness, characterized by the absence of spontaneous eye openings, response to painful stimuli, and vocalization and which persists for at least 96 hours. Diagnosis shall be made by a *Physician* and must include evidence supporting; i) no response to external stimuli or internal needs for at least 96 continuous hours, ii) life support measures necessary to sustain insured's life, and iii) permanent neurological deficit which shall be assessed at least 30 days after the initial diagnosis but shall not include i) medically induced coma, ii) coma resulting from alcohol or drug use, or iii) diagnosis of brain death.

Confinement means necessary confinement in a *Hospital* as a *Resident In-patient* while under the care of a *Physician* for the *Medically Necessary* treatment of a *Bodily Injury* or *Sickness* and for which the *Hospital* makes a charge for room and board, excluding any *Confinement* in connection with any surgical operation which does not require the *Insured Person* to remain in a *Hospital* as a *Resident In-Patient*. The word *Confined* shall be constructed accordingly.

Cover / Coverage shall mean specific *Benefits* provided to *Insured Persons* whilst on a *Trip* during *Period of Insurance*.

Date of Entry shall mean the date on which an *Insured Person* was included under this *Policy* for *Cover*.

Dependent Child(ren) shall mean an *Insured Person's* unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are not over nineteen (19) years of *Age*, or over twenty-six (26) years of *Age* while they are full-time students at an accredited institutions of higher education, and in either case, are primarily dependent upon the *Insured Person* for maintenance and support. *Dependent Children* who are incapable of self-support because of physical or mental challenges shall not have an age restriction. Proof of incapacity and dependency must be furnished to the *Company* within thirty-one (31) days after the child reaches *Age* twenty-six (26). Continued proof may be required.

Direct Settlement shall mean where *Insured Person* receive treatment that is not covered within the terms of the *Policy*, or where expense exceeds the *Benefit* or *Group Plan* limits stated in the *Schedule*, *Policyholder* and/or *Insured Person* remain liable for such sums, which must be settled in full by *Policyholder* and/or *Insured Person* directly. Failure to act accordingly will result in the suspension or cancellation of the *Policy*, without refund of *Premium*.

Endorsement shall mean an agreed written alteration to the terms of the *Policy*.

Estate shall mean the legal estate of the *Insured Person*.

Excess shall mean the amount *We* will not pay of each and every claim which the *Insured* or *Insured Person* is required to bear themselves. This relevant amount will be stated in the *Policy Schedule* pertaining to each *Event*.

Event shall mean event(s) described in the relevant Compensation Table set out in this *Policy* that may give rise to a claim for compensation under this *Policy*. Any one or series of *Events* resulting from one *Accident* shall be subject to the Benefit limits stated in the *Schedule*.

Family Member shall mean a *Spouse*, parent, parent-in-law, step-parent, child, brother, sister, half-brother and half-sister.

Grace Period shall mean a maximum grace period of thirty-one (31) days from the Premium due date (both days inclusive) will be allowed for renewal payments of Premium subsequent to the first Premium, during which period this *Policy* will remain in force.

Group Plan shall mean a *Plan* with specific *Benefits* under this *Policy* chosen by the *Policyholder*.

Hijack/Hijacked means the unlawful seizure or wrongful exercising of control of a *Public Conveyance* whilst the *Insured Person* is a passenger.

Home Country shall mean the country of which the *Insured Person* holds a passport. Where the *Insured Person* holds more than one (1) passport, the *Home Country* will be taken to mean the country which the *Insured Person* has declared to *Us*.

Hospital shall mean a legally constituted establishment operating pursuant to the laws of the country in which it is based, and registered as a hospital with appropriate license (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- (a) operates primarily for the care and treatment of sick, ailing or injured persons;
- (b) admits *Resident In-patients* only whilst under the supervision of a *Physician* and has one or more *Physicians* available for consultation at all times;
- (c) provides a 24-hour a day nursing service by legally qualified registered nurses under medical supervision of a *Physician*;
- (d) has a staff of one (1) or more *Physician(s)* available at all times;
- (e) maintains organised facilities for the medical diagnosis and treatment, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
- (f) is not primarily an outpatient medical center, day procedure center, clinic, nursing, rest or convalescent home, psychiatric institution, community hospital, rehabilitation institution, a place for alcoholics or drug addicts or similar establishment.

Infectious Disease shall mean unequivocal, final and confirmed diagnosis by a *Physician*, according to internationally accepted medical diagnostic, of any of the following infectious diseases, that the *Insured Person* sustained whilst on a *Trip*, and is supported by acceptable clinical, radiological, histological and laboratory evidence: -

- (a) Severe acute respiratory syndrome (SARS)
- (b) Dengue fever (DHF)
- (c) Avian influenza or 'bird flu' due to influenza A viral strains H5N1, H9N2, H7N7, H7N9, or H1N1
- (d) Measles
- (e) Malaria
- (f) Anthrax infection
- (g) Middle east respiratory syndrome coronavirus (MERS-CoV)
- (h) Zika virus

Additionally, *We* will cover any infectious diseases not listed above if the infectious disease sustained by the *Insured Person* whilst on a *Trip* is declared and classified by the World Health Organization (WHO) as an outbreak for the *Trip's* destination during the *Insured Person's Trip* or within two (2) week after the end date of the *Insured Person's Trip*.

Insured Person / You / Your shall mean the person employed by the *Policyholder* or otherwise proposed by *Policyholder* for *Cover* during a *Trip*, that meets the criteria specified for *Cover* under this *Policy*, who has completed or whose name is included on an application or enrollment form, is stated in the *Schedule* or *Statement of Insurance* as entitled to *Benefits* and with respect to whom *Premium* has been paid or agreed to be paid by *the Insured* and for whom *Date of Entry* has been confirmed by *Us*. They are a person that is legally entitled to claim under the *Policy* subject always to this *Policy's* terms and conditions but is not a contracting party of the *Policy*.

Loss of Fingers or Toes shall mean *Loss of Use* or *Permanent* complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

Loss of Limb shall mean loss by *Permanent* physical severance and/or *Loss of Use* of a hand at or above the wrist or of a foot at or above the ankle.

Loss of Hearing shall mean *Permanent* irrecoverable loss of hearing and shall be determined as *Loss of Hearing* if 1/6 of (a+2b+2c+d) is above 80 dB where: -

- (a) dB = hearing loss at 500 Hertz
- (b) dB = hearing loss at 1,000 Hertz
- (c) dB = hearing loss at 2,000 Hertz
- (d) dB = hearing loss at 4,000 Hertz

Loss of Sight shall mean total and *Permanent* irrecoverable loss of complete sight of any eye if that eye is beyond remedy by surgical or other treatment.

Loss of Speech shall mean the inability to articulate any three of the four sounds which contribute to speech, as follows: the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds. Loss of Speech shall also mean total *Loss of Use* of vocal cords or damage to the speech centre in the brain, resulting in Aphasia.

Loss of Use shall mean, after all reasonable preventative steps have been taken by *Insured Person*, total functional disablement lasting twelve (12) consecutive months from the date of *Accident* which is beyond hope of improvement or recovery and will continue for the remainder of the *Insured Person's* life as certified by no fewer than two (2) *Physicians*, one (1) of whom will be the *Insured Person's* treating *Physician* and the other will be appointed by *Us* and is treated like the *Permanent* loss of said limb or organ. The word *Loss* shall be constructed accordingly.

Major Burns shall mean *Second Degree Burns* and *Third Degree Burns* sustained by *the Insured Person* as *Bodily Injury* that may give rise to a claim for compensation under this *Policy*. All *Major Burns* must be certified by a *Physician*.

Marriage shall mean the union of two individuals recognized by laws of any jurisdiction. The word *Married* shall be constructed accordingly.

Medical Expenses shall mean *Usual, Reasonable and Customary Medical Expenses* necessarily incurred in connection with *Bodily Injury* or *Sickness* sustained by the *Insured Person* that may be covered under the *Group Plan*, subject always to any stated *Benefit* limits for:

- (a) medical, surgical, hospital and nursing treatment prescribed by a *Physician*; and
- (b) dental charges to restore sound and natural teeth resulting from an *Accident*.
- (c) surface ambulance charges (excluding helicopter and any aircraft)
- (d) mobile phone long distance call expenses incurred to contact the Plan's 24-hour assist hotline number to obtain Emergency Services, subject to maximum of HK\$1,000 per *Insured Person* per *Period of Insurance*.

Provided that in the event an *Insured Person* is entitled to all or part of such *Medical Expenses* from any other source, the *Company* will only be liable for such amount in excess of the amount recoverable from such other source.

Medically Necessary shall mean such procedures, treatments, supplies or medical services which in the opinion of a *Physician*:

- (a) are required for the direct treatment or diagnosis of *the Insured Person's Bodily Injury* or *Sickness*; and
- (b) are appropriate and consistent with the symptoms and findings or the direct treatment or diagnosis of the *Insured Person's Bodily Injury* or *Sickness*; and
- (c) are in accordance with generally accepted medical practice; and
- (d) are not associated with treatment, procedure, supplies or other medical services of an experimental or investigative nature; and
- (e) cannot have been omitted without adversely affecting the *Insured Person's Bodily Injury* or *Sickness*.

Mobile Electronic Equipment shall mean any computers (including laptops, tablets, and notebooks), mobile phones, cameras, personal music players or recording devices, and other electronic items of a similar nature that *We* agree to cover in *Our* sole discretion, that are intended for either personal or business use during the *Trip* but excludes *Electronic Data*.

Money shall mean coins, bank notes, *Personalised Octopus Card*, postal or money orders, credit cards, automatic teller machine cards, signed travellers and bank cheques, in the possession or control of the *Insured Person* during the *Trip*.

Natural Catastrophe shall mean an unexpected event, caused by nature, such as flood, landslide, lightning, typhoon, earthquake, volcanic eruption, tsunami, hurricane or sandstorm.

Overseas shall mean destination(s) outside the territorial boundaries of the *Stationed Country*.

Period of Insurance shall mean the period shown on the current *Policy Schedule* or *Endorsement* or such shorter time if the *Policy* is terminated, and for which cover applies under the *Policy*.

Personalised Octopus Card shall mean an Octopus Card for which the *Insured Person* has provided the issuer of the Octopus Card with his/her personal details to enable them to identify him/her as the owner of the Octopus Card.

Permanent shall mean, after all reasonable preventative steps have been taken by *Insured Person*, lasting twelve (12) consecutive months from the date of *Accident* and at the expiry of that period being beyond hope of improvement or recovery and will continue for the remainder of the *Insured Person's* life as certified by two (2) *Physicians*, one (1) of whom will be the *Insured Person's* treating *Physician* and the other will be appointed by *Us*. The word *Permanently* shall be constructed accordingly.

Permanent Total Disablement shall mean disablement resulting solely and directly from *Bodily Injury*, independent of any other causes, which prevents *Insured Person* to engage in each and every occupation or employment for compensation, remuneration or profit, for which he is reasonably qualified by education, training or experience and further prevent the *Insured Person* from engaging in any and all types of occupation or employment thereafter.

Physician shall mean a legally qualified medical practitioner or specialist who is registered and licensed to lawfully render medical and/or surgical service(s) under the laws of the country and geographical area in which they practice but excludes *the Insured*, an insurance intermediary, any other employer or employee of *Insured Person*, an employee of *the Insured*, a *Relative*, or business partner of *the Insured* and/or the *Insured Person*.

Policy Schedule/Schedule shall mean the document *We* send *You* which contains certain details relevant to and as part of the *Policy*.

Pre-Existing Medical Condition shall mean:

- (a) a *Sickness*, (including pregnancy) contracted, dental or other bodily injury, or condition, the manifestation, or symptoms of which a reasonable person in the circumstances would be expected to be aware of or to have taken reasonable steps to consult a *Physician* within a two (2) year period immediately prior to the start date of the *Period of Insurance* or which the *Insured Person* is aware, or have been aware in the two (2) year period prior to the *Period of Insurance* or twelve (12) months prior to *Insured Person's Trip* covered by this *Policy*; or
- (b) any condition for which a *Physician* was consulted or for which treatment or medication was prescribed within a two (2) year period immediately prior to the start date of the *Period of Insurance* or the *Insured Person* has sought or received medical attention, undergone tests or taken prescribed medication, at any time within twelve (12) months prior to the *Insured Person's Trip* covered by this *Policy*; or
- (c) is a terminal condition of which the *Insured Person* has been diagnosed at any time prior to the *Insured Person's Trip* covered by this *Policy*.

Non-disclosed *Pre-existing Medical Conditions* or misleading information with respect to the medical history of the *Insured Person* could result in the denial of the application for coverage, denial of claim and/or cancellation or invalidation of this *Policy*.

Prescribed Limit shall have the same meaning as under the Road Traffic Ordinance Cap. 374 which means: -

- (a) 22 micrograms of alcohol in 100 millilitres of breath;
 - (b) 50 milligrams of alcohol in 100 millilitres of blood; or
 - (c) 67 milligrams of alcohol in 100 millilitres of urine,
- or such other proportion as the Secretary may notify in the Gazette under (Cap. 374) section 39G.

Premium shall mean the total sum payable by *the Insured* as shown on the *Policy Schedule* and/or any other amounts charged during the *Period of Insurance* that are payable in respect of the *Policy* by *the Insured*.

Principal Home shall mean the *Insured Person's* place of residence in *Stationed Country* or the regular and habitual place of residence in *Stationed Country* in the event that the *Insured Person* has more than one place of residence in *Stationed Country* and specified as such in the *Policy Schedule*.

Public Conveyance shall mean any bus, coach, limousine, ferry, hovercraft, hydrofoil, ship, taxi, train, tram or underground train provided and operated by a carrier duly licensed in its geographical areas of operation for the lawful regular transportation of fare-paying-passengers, and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operated only between established commercial airports or licensed commercial helicopters, and any fixed-wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.

Relative shall mean a *Family Member*, brother-in-law, sister-in-law, daughter-in-law, son-in-law, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Resident In-patient means an *Insured Person* who is admitted in the *Hospital* and occupies a bed overnight, or longer, which is *Medically Necessary* during the treatment of a *Bodily Injury* or *Sickness* and not solely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

Sanctioned Countries shall mean countries as listed in the relevant policies of the *Insurer* from time to time which prohibits the *Insurer* from any activities involving these countries and which may expose *Insurer* to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the EU, UK or USA.

Scarring shall mean a *Permanent* mark remaining after the treatment of *Bodily Injury* or a *Major Burn* by *Physician*.

Second Degree Burns shall mean a burn which extends beneath the epidermis and into the dermis which results in *Scarring*.

Serious Medical Condition shall mean the medical condition certified by the attending *Physician* and which in the opinion of the *Insured's* appointed service provider constitutes a serious medical *Emergency* requiring urgent remedial treatment *Medically Necessary* to avoid death or serious impairment to the *Insured Person's* immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the *Insured Person's* geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities and shall include *Serious Sickness* and/or *Serious Injury*.

Serious Sickness or Serious Injury shall mean:

- (a) for an *Insured Person*, a *Serious Medical Condition*, other than pregnancy, which requires treatment by a *Physician* and results in the *Insured Person* being certified by a *Physician* as unfit to travel or continue with their *Trip*, excluding *Pre-Existing Medical Condition*; and
- (b) for an *Insured Person's Relative, Family Member*, director or business partner of the *Insured*, or travelling companion, a *Serious Medical Condition* other than pregnancy, which is certified as being dangerous to their life by a *Physician* and which results in the *Insured Person's* discontinuation or cancellation of their *Trip*, excluding *Pre-Existing Medical Condition*.

Shortfall shall mean any expenses incurred by the *Insured Person* and/or *Policyholder* which are not covered by the *Policy* in respect of such *Insured Member*.

Sickness shall mean any *Infectious Disease*, illness, disease, disability, syndrome or other condition suffered by the *Insured Person* during the *Trip*, but does not include a *Bodily Injury, Pre-Existing Medical Condition, or Serious Injury*. Successive *Sicknesses* arising from the originating *Sickness* of the *Insured Person* are treated as one *Sickness* unless they result from causes unrelated to each other or are separated by at least ninety (90) consecutive days from the date of the *Insured Person's* discharge from the *Hospital* or the *Insured Person's* latest consultation at the *Physician's* office whichever is the later.

Spouse shall mean the *Insured Person's* lawful husband or wife from *Marriage*.

Stationed Country shall mean *Hong Kong* unless otherwise defined in the *Policy Schedule* or *Endorsement(s)* as the country in which the *Insured Person* is usually living at the *Date of Entry* or commencement date of cover under the *Policy* or intends to live for most of the *Period of Insurance* being at least one hundred and eighty-five (185) days or more.

Statement of Insurance shall mean the document giving details such as but not limited to *Period of Insurance, Coverage, limits, Policy* number and includes information provided to *Us*.

Strike shall mean labor related disturbances in connection with the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of public peace; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Sum Insured shall mean the maximum Benefit amount payable by *Us* as stated in the *Schedule*.

Third Degree Burns shall mean a deep full thickness burn that extends all the way through the dermis into the subcutaneous fat, muscle, or bone which results in *Scarring*.

Travel Documents means passports, travel tickets, visas, entry permits, and other similar documents in the possession or control of the *Insured Person* during the *Trip*.

Traumatic Incident shall mean an *Insured Person's* direct experience or direct witnessing of an event during the *Period of Insurance*, reasonably and objectively assessed, is i) specific, sudden, frightening, or overwhelming; and/or ii) an actual or threat of death or serious injury to oneself or others or threat to one's physical integrity.

Trip shall mean a journey undertaken *Overseas* commencing from the *Insured Person's Stationed Country* on behalf of the business of the *Insured* or at the direction of the *Insured* for the purpose of furthering its business and shall be deemed to commence at the time of the *Insured Person*: -

- (a) leaves his *Principal Home* to go directly without detour to the immigration counter to embark on a *Trip*; or
- (b) leaves his place of regular employment in the *Stationed Country* to go directly without detour to the immigration counter to embark on a *Trip*; or
- (c) four (4) hours before the scheduled departure time of the Public Conveyance in which the *Insured Person* has arranged to travel to commence the *Trip*,

whichever is the later.

The *Trip* shall be deemed to cease: -

- (a) at the time the *Insured Person* returns to *Principal Home* or place of regular employment in the *Stationed Country*; or
- (b) four (4) hours after the scheduled arrival time of the *Public Conveyance* in which the *Insured Person* travels in to return to the *Stationed Country*; or
- (c) the expiration of one hundred and eighty-three (183) day period beginning from the date such particular *Trip* commenced; or
- (d) the date on which the *Policy* is terminated,

whichever is the earliest.

Trip shall also include all leisure travel undertaken by an *Insured Person* during the course of a *Trip* provided the total number of leisure travel days should not exceed fifty percent (50%) of the total travelling days of the *Trip* (including both business and leisure travel).

Usual, Reasonable and Customary Medical Expenses shall mean standard or most common charges for treatment, supplies or medical services *Medically Necessary* to treat the *Insured Person's Bodily Injury, Sickness, or Serious Medical Condition*, which does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed. No *Benefit* shall be paid for charges which are in excess of the general level of charges being made by other providers of similar standing in the locality where the charges are incurred, when providing like or comparable treatment, services or supplies for like or same *Bodily Injury or Sickness or Serious Medical Condition*.

War shall mean war, invasion, acts of foreign enemies, hostilities or war like operations, whether declared or not, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or any warlike or terrorism like activities, including but not limited to the force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear or use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Us/Our/the Insurer/the Company shall mean Liberty International Insurance Limited.

PART II COMFORT SOLUTION ON ACCIDENT OVERSEAS

PART II A - Personal Accident

If during the *Period of Insurance*, whilst on a *Trip*, an *Insured Person* suffers an *Accident* which directly results in *Bodily Injury* within twelve (12) consecutive months of the *Accident*, We will pay the corresponding amount shown in the Compensation Table below for *Accidental Death* (Event 1) and *Permanent Total or Partial Disablement* (Event 2 – 21) if a total aggregated amount is shown in the *Policy Schedule* for *Accident* under PART II A, less any other amounts paid or payable under the *Policy* as the result of the same *Accident*.

Compensation Table

Table of Events		The percentage of the Sum Insured shown in the Policy Schedule PART II A
The Events		Scale II
Note: The following Event(s) must occur within twelve (12) months of the date of the <i>Accident</i>		
1	Accidental Death	100%
2	Permanent Total Disablement	100%
3	Permanent paralysis of all Limbs	100%
4	Permanent and incurable Insanity	100%
5	Loss of sight of both eyes	100%
6	Loss of sight of one (1) eye	100%
7	Loss of two (2) Limbs	100%
8	Loss of one (1) Limb	100%
9	Loss of Speech and Hearing	100%
10	Loss of Hearing in both ears	100%
11	Loss of Hearing in one (1) ear	20%
12	Loss of Speech	50%
13	Permanent Loss of lens of each eye	50%
14	Loss of Toe of either Foot: (a) all – one (1) Foot (b) great – both joints (c) great – one (1) joint (d) other than great – each Toe	20% 8% 5% -
15	Permanent loss of use of one (1) Thumb of either Hand: (a) Both joints (b) One (1) joint	30% 15%
16	Loss of four (4) Fingers and Thumb of either Hand	70%
17	Permanent loss of use of four (4) Fingers	40%
18	Loss of Fingers of either Hand : (a) Three (3) joints (b) Two (2) joints (c) One (1) joints	15% 10% 7.5%
19	Fractured leg or patella with established non-union	15%
20	Shortening of leg by at least 5 cm	10%
21	Permanent partial disablement not specified in Event 2 to 20 above	Such percentage of the <i>Sum Insured</i> which corresponds to the percentage reduction in whole bodily function of the <i>Insured Person</i> as certified by no fewer than two (2) <i>Physicians</i> , one (1) of whom will be the <i>Insured Person's</i> treating <i>Physician</i> and the other will be appointed by <i>Us</i> .

Compensation for any one or a series of *Events* attributable to one *Accident* and same *Bodily Injury* shall not be payable for more than one of *Events* 1 to 10 except as provided below:

- after the occurrence of any one of the *Events* 2 to 10; OR
- once the total compensation payable for the *Events* 11 to 21 is equal to 100%

whichever occurs first subject always to the Benefit limits stated in the *Schedule*. Thereafter, there shall be no further coverage in respect of the same *Insured Person* for any further or other *Bodily Injury* sustained from the same *Accident* resulting in any other *Events*.

Part II A (i) Additional Indemnity For Public Conveyance

If during the *Period of Insurance*, an *Insured Person* is on a *Trip* and sustains *Bodily Injury* while traveling as a fare-paying passenger on board a *Public Conveyance* which results in any one (1) *Event* of *Events* 1-21, the *Company* shall pay the corresponding percentage of the *Sum Insured* for the *Event* suffered up to the maximum amount shown on the *Policy Schedule* for PART II A (i) Additional Indemnity for *Public Conveyance*, subject always to the Coverage Provisions stated below.

COVERAGE PROVISIONS for Part II A (i)

- (a) If the *Bodily Injury* results in any one (1) of the *Events* 1-10, the *Company* shall not be liable under the *Policy* for any other or subsequent *Bodily Injury* sustained by that *Insured Person* resulting in any other *Events*.
- (b) If *Bodily Injury* results in any one (1) of the *Events* 2-21 and subsequently becomes entitled to a benefit under *Event* 1 within twelve (12) months of the occurrence, We will pay the difference between the benefit already paid and the *Accidental Death Sum Insured*.

Exposure

If during the *Period of Insurance*, the *Insured Person* is on a *Trip* and is unavoidably exposed to natural elements due to an *Accident* and within twelve (12) months of the *Accident*, as a direct result of such exposure, suffers any one (1) of the *Events* 1-21, such *Event* will be covered pursuant to the terms of this *Policy*. Compensation will not be payable for more than one (1) of the *Events* 1 – 21.

Disappearance:

If during the *Period of Insurance*, the *Insured Person* is on a *Trip* and the body of the *Insured Person* has not been found within twelve (12) months after the date of disappearance following an *Accident*, or sinking or wrecking of a *Public Conveyance*, the *Company* may in its absolute discretion, upon being satisfied on the sufficient evidence available and produced to Us, conclude *Accidental Death* of the *Insured Person* has been established. We will only pay the Benefit under *Event* 1 after the *Insured* or the legal representatives of the *Insured Person's* Estate has given Us a signed undertaking that the *Benefit* will be repaid to Us in full if, at any time after *Our* payment, it is found that the *Insured Person* did not die.

Part II A (ii) Major Burns

Cover under this Part II A (ii) applies only if an amount for that *Event* is shown in the *Policy Schedule* against Major Burns Benefit, less any other amounts paid or payable under the *Policy* as the result of the same *Accident* (if applicable).

Table of Events	The percentage of the Sum Insured shown in the Schedule
Note: The following <i>Event(s)</i> must occur within twelve (12) months of the date of the <i>Accident</i>	Scale II
22 (a) <i>Third Degree Burns</i> and/or resultant disfigurement which covers more than forty percent (40%) of the entire external body	100%
(b) <i>Second Degree Burns</i> and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50%

The total amount payable in respect of *Event* 22 (a) and (b) due to the same *Accident* shall not exceed the total *Sum Insured* shown in the *Policy Schedule* against *Major Burns*. All *Major Burns* must be certified by a *Physician*.

PART II B – Accidental Death due to Natural Catastrophe

If during the *Period of Insurance*, the *Insured Person* is on a *Trip* and suffers *Accidental Death* as a result of a *Natural Catastrophe* whilst on a *Trip*, directly and independently of all other causes, and the *Accidental Death* benefit under this *Policy* is payable, We shall pay the *Beneficiary* an additional percentage of the *Sum Insured* for *Event* 1 up to the percentage or maximum amount shown on the *Policy Schedule* against *Accidental Death* due to *Natural Catastrophe*, whichever is lesser.

PART III OVERSEAS MEDICAL CARE AND ASSISTANCE

PART III C - Medical Expenses

If during the *Period of Insurance*, the *Insured Person* necessarily incurs *Medical Expenses* as a direct result of *Bodily Injury* or *Sickness* suffered whilst the *Insured Person* is on a *Trip*, We will reimburse the *Insured Person* under this Part III C if an amount is shown in the *Policy Schedule* for PART II C Medical Expenses and below *Event(s)* must occur within twelve (12) consecutive months from date of *Accident* less any other amounts paid or payable under the *Policy* as the result of the same *Accident* or *Sickness* (if applicable). *The Company* shall not be liable for claims arising directly or indirectly from any *Medical Expenses* incurred after twelve (12) consecutive months following the date of *Accident*. In no circumstances shall the overall reimbursement payable under this Part III C exceed the aggregate amount stated in the *Policy Schedule* for *Medical Expenses*. If the *Insured Person* becomes entitled to a refund or reimbursement of all or part of such *Medical Expenses* from any other source, We will only be liable for the additional amount not recoverable from such other source or insurance.

Table of Events		Benefit (Per <i>Insured Person</i>)
22	<i>Medical Expenses</i> incurred as a result of <i>Bodily Injury</i> or <i>Sickness</i> , whilst on an <i>Trip</i> during the <i>Period of Insurance</i>	We will, reimburse the <i>Insured</i> up to the <i>Sum Insured</i> shown in the <i>Policy Schedule</i> against PART III C – <i>Medical Expenses</i> , less any applicable <i>Excess</i> , from the date of <i>Bodily Injury</i> or <i>Sickness</i> incurring <i>Medical Expenses</i> .
23	<i>Bodily Injury</i> or <i>Sickness</i> resulting in <i>Medical Expenses</i> for treatment by an <i>Chinese Physician</i> or chiropractor after return back to <i>Stationed Country</i>	From the date of <i>Bodily Injury</i> or <i>Sickness</i> resulting in the <i>Insured Person</i> incurring <i>Medical Expenses</i> for treatment by an <i>Chinese Physician</i> or chiropractor, We will, reimburse the <i>Insured Person</i> up to HKD 200 per day per visit, up to HKD 2,000 per <i>Bodily Injury</i> or <i>Sickness</i> , up to the maximum aggregate amount shown on the <i>Policy Schedule</i>

PART III D – Hospital Cash for Confinement

If during the *Period of Insurance* whilst the person is an *Insured Person* and on a *Trip*, the *Insured Person* sustains a *Bodily Injury* or *Sickness* which results in their *Confinement* in a *Hospital*, We will pay the *Insured Person* the daily amount shown in the *Policy Schedule* against PART III D – Hospital Cash for *Confinement* for the below *Event(s)*, less any other amounts paid or payable under the *Policy* as the result of the same *Accident* or *Sickness* (if applicable), subject always to the Coverage Provisions stated below.

Table of Events		Benefit per <i>Insured Person</i>
24	<i>Bodily Injury</i> or <i>Sickness</i> resulting in the <i>Confinement</i> in <i>Overseas</i> or <i>Stationed Country</i> or <i>Home Country Hospital</i>	We will, reimburse the <i>Insured Person</i> the daily amount up to the maximum days shown in the <i>Policy Schedule</i> against PART II D - Hospital Cash For Confinement.
25	<i>Insured Person</i> sustains <i>Bodily Injury</i> which directly and independently of all other causes results in a continuous unconscious state for a period of fourteen (14) days or more requiring the regular care and attendance of a <i>Physician</i> , and this <i>Comatose State</i> is confirmed by a <i>Physician</i>	We will pay the weekly <i>Sum Insured</i> up to the maximum number of weeks as stated in the <i>Policy Schedule</i> for any one (1) <i>Accident</i> occurred during a <i>Trip Overseas</i> subject to a <i>Waiting Period</i> (if applicable).

COVERAGE PROVISIONS FOR PART III D

- Successive periods of *Confinement*, due to the same or related causes, shall be considered as one (1) *Confinement* and count towards the maximum number of consecutive days shown in the *Schedule* unless separated by at least three (3) consecutive months.
- This benefit is only payable upon the production by the *Insured Person* of such written proofs as may be requested by Us, including but not limited to *Hospital* receipts and medical reports.
- Where the *Insured Person* is entitled to reimbursement from any other source, the daily hospital cash shall be equivalent to the amount in excess of the amount payable under such other insurance or sources and up to a maximum limits as specified in the *Schedule*.

PART III E – Worldwide Assistance Services

In addition to all applicable *exclusions and exceptions* under this *Policy*, *We* may determine, review and revise at our absolute discretion the scope, terms and conditions and/or provider of these Worldwide Assistance Services from time to time and shall not be liable for any loss, damage, liability or claims arising from or in connection with acts or omission of any third-party service providers, including without limitation those providing worldwide emergency assistance and all other services available to the *Insured Persons* under this *Policy*.

The Company shall make the below services available to the *Insured Person* prior to or during a *Trip* if PART III E is included in the *Policy Schedule* and cover expenses incurred for PART III E (i) – (ix) up to the maximum amounts stated in the *Policy Schedule*. If the *Insured Person* becomes entitled to a refund or reimbursement of all or part of such Worldwide Assistance Services from any other source, *We* will only be liable for the additional amount not recoverable from such other source or insurance.

The *Plan's* 24-hour Assist Hotline number provided to *Insured Members* and *Policyholder* should be contacted to obtain further information including understanding such costs that may be borne by the *Insured Person* when using certain services available under these Worldwide Assistance Services and obtain advance approval for any *Emergency* evacuation or repatriation and to make the necessary transportation arrangements. Failure to do so may invalidate a claim for such costs.

(i) Emergency Medical Evacuation and Repatriation

If during the *Period of Insurance*, whilst the *Insured Person* is on a *Trip*, outside *Stationed Country* and sustains *Bodily Injury* or suffers from *Serious Medical Condition* which directly causes or results in the necessity for *Emergency* medical evacuation and /or repatriation services, *Our* appointed services provider or its authorized representative, will on *Our* behalf, arrange for:

- the *Emergency* transfer of the *Insured Person* to one of the nearest *Hospitals*;
- en-tour *Emergency* medical care; and
- if required for *Medically Necessary* treatments and care, the medically supervised *Emergency* evacuation of the *Insured Person* by any appropriate means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a *Hospital* more properly equipped for the particular *Serious Medical Condition*; or
- following the stabilization of an *Insured Person's* condition, if it is determined *Medically Necessary*, repatriate the *Insured Person* back to the *Stationed Country* or *Home Country* for further and continued care and proper treatment.

Our appointed services provider retains the absolute right to decide if the *Insured Person's* medical condition is sufficiently serious to warrant *Emergency* medical evacuation or repatriation and the place to which the *Insured Person* shall be evacuated and the means or method by which such evacuation or repatriation will be carried out having regard to all the facts and circumstances of which *Our* appointed services provider is aware at the relevant time and in consultation with its designated *Physician* and the local attending *Physician*.

The *Plan* shall pay for the *Usual, Reasonable and Customary Charges* necessarily and unavoidably incurred in the above *Emergency* evacuation and repatriation services so arranged by *Our* appointed service provider.

(ii) Repatriation of Mortal Remains

Insurer will reimburse the *Usual, Reasonable and Customary Charges* actually incurred up to the *Benefit* limits stated in the *Schedule* (if any), if during the *Period of Insurance*, in the event of an *Insured Person's* *Accidental Death* while *Overseas*, *Our* appointed services provider will arrange for:

- repatriation of the mortal remains of the *Insured Person* to the airport of the *Insured Person's* *Stationed Country* or *Home Country*; or
- assist *Insured Person's* *Family Members* in local burial arrangements in the *Overseas* country.

(iii) Hospital Guarantee Admission Service

During the *Period of Insurance*, if an *Insured Person* is on a *Trip* and sustains *Serious Medical Condition* and requires an emergency admission and *Confinement* in a *Hospital* as a *Resident In-patient* under the professional care of a *Physician* and the *Insured Person* does not have immediate available means to make payment for the *Hospital* admission deposit, *Our* appointed services provider will, on *Our* behalf of the *Insured Person*, issue a hospital letter of guarantee to pay subject to the maximum amount stated under the *Policy Schedule*. The *Plan's* 24-hour Assist Hotline number should be contacted to obtain advance approval for the service.

In the event where the appointed service provider is unable to verify the *Insured Person's* eligibility of services, it shall proceed to assist the *Insured Person*. The *Insured Person* shall be responsible for the *Direct Settlement* of any expenses incurred upon discharge from the *Hospital* and shall follow *Our* standard claim procedure for approval of reimbursements. The service is not an admission of claims eligibility and the actual reimbursement entitlement is subject to the terms and conditions of this *Policy*. *We* and *Our* appointed services provider reserve the right to recover any *Shortfall* from the *Insured Person* and/or the *Insured* in the event when non-eligible medical and related expenses are not covered under this *Policy* upon discharged. In the event when the service cannot be placed, the *Insured Person* need to follow the standard claim procedure for the reimbursement.

(iv) Essential Medication or Medical Equipment Assistance

If during the *Period of Insurance*, an *Insured Person* is on a *Trip* and sustains *Serious Medical Condition* and *Our* appointed services provider's designated *Physician* in consultation with the local attending *Physician*, determines that the essential medication or medical equipment is not available locally, *Our* appointed services provider will organize for the dispatch of such medication / medical equipment required, provided always that such dispatch is not prohibited by the local laws, rules and regulations where the *Insured Person* is receiving his/her treatment.

The costs of medication / medical equipment and any delivery cost involved shall be borne by the *Insured Person*.

(v) Compassionate Visit

As a result of *Serious Medical Condition* sustained during a *Trip* where the *Insured Person* is hospitalized outside *Stationed Country* for a period in excess of seven (7) consecutive days, and the appointed services provider's designated *Physician* along with the local attending *Physician* determines that it is *Medically Necessary* for the *Insured Person* to be accompanied by a *Family Member* or a friend, the appointed service provider shall make the necessary arrangement and payment of a round trip economy class airfare and/or a reasonable transportation means for the *Family Member* or friend designated by the *Insured Person* to travel from *Stationed Country* to visit the *Insured Person*.

(vi) Dependent Child Care

If the *Insured Person* is hospitalized outside his/her *Stationed Country* whilst on a *Trip* with his/her *Dependent Child/Children*, whom is/are left unattended due to the *Insured Person's* hospitalization, the appointed service provider will arrange for a single trip economy class transportation and/or a reasonable transportation mean for the *Dependent Child/Children* to be transported back to the *Stationed Country* with an appropriate escort, when necessary.

(vii) Overseas Medical Referral

Upon request, *Our* appointed service provider will provide *Insured Person* access to their global network of preferred *Physicians* or *Hospitals*. The *Plan's* 24-hour Assist Hotline should be contacted to obtain further information. Additionally, they shall, when requested, refer the *Insured Person* to an English-speaking *Physician* or to the nearest *Hospital* in their locality to arrange for an appointment to receive any *Medically Necessary* treatments. The appointed service provider will not provide medical advice or diagnosis.

The *Insured Person* shall be responsible for the *Direct Settlement* of all expenses incurred upon discharge from the clinic or *Hospital*.

Referrals provided by the appointed service provider are on an information basis for *Insured Person's* consideration and should not be regarded or construed as the appointed service provider's guarantee of the quality of the services that may be provided and the final selection or choice shall be the discretion and the decision of the *Insured Person*. The appointed service provider, however, shall exercise care and diligence in its referrals, based on information provided by the *Insured Person* during his/her request for referral services.

(viii) Privilege Travel Services

Upon request, *Our* appointed service provider will provide *Insured Persons* with various information and services relating to the *Insured Person's* travel *Overseas*. Such additional travel services may include, but is not limited to, information relating to *Insured Person's* choice of consulate and embassy, flight details and visas, and assistance with lost passport and travel documents.

The *Plan's* 24-hour Assist Hotline should be contacted to obtain further information.

The *Insured Person* shall be responsible for the *Direct Settlement* of all expenses incurred for products and services arranged by *Our* appointed service provider.

Specific Exceptions Relating to Worldwide Assistance Services

In addition to the General Exclusions, no benefits will be payable under Part III E Worldwide Assistance Services for:

1. More than one emergency evacuation and/or repatriation for any single medical condition of an *Insured Person* during the *Period of Insurance*, subject to a maximum of one year;
2. Surgery or medical treatment which, in the opinion of the medical practitioner, can be reasonably delayed until the *Insured Person's* return to *Stationed Country*;
3. Expenses incurred for services provided by another party other than *the* appointed service provider for which the *Insured Person* is not liable to pay, or any expenses already included in the cost of a scheduled *Trip*;
4. Expenses for services not approved and arranged by *the* appointed service provider except in the event the *Insured Person* or his/her travelling companion cannot notify *the* appointed service provider during an emergency situation for reasons beyond their control;

5. Any expenses for medical evacuation or repatriation if the *Insured Person* is not suffering from a *Serious Medical Condition* and in the opinion of *the* appointed service provider's preferred *Physician*, the *Insured Person* can be adequately treated locally, or treatment can be reasonably delayed until he/she returns to *Stationed Country*.
6. Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location;
7. Any expense which is a direct result of nuclear reaction or radiation;
8. Expenses arising from willfully self-inflicted *Bodily Injury*, or willfully self-inflicted *Sickness* or *Accident*, temporary insanity, alcoholism, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life), whether grossly negligent or otherwise.
9. Cases where *Insured Person* engages in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route.
10. Racing, rallies, caving, rock climbing or mountaineering normally involving the use of ropes or guides, parachuting, bungee jumping or martial arts or any sports undertaken on a professional or competitive basis.
11. Any expense for medical evacuation or repatriation where the *Insured Person*, in the opinion of *the* appointed service provider, can travel as an ordinary passenger without a medical escort;
12. Any expenses related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
13. Services made by any party other than the appointed services provider for which no charge is usually made if services were requested through the appointed service provider.
14. Any expense more specifically covered under any other insurance policy.
15. Situations in which *Insured Person* was already under medical treatment at the time of commencing his/her *Trip Overseas* and the costs incurred were related to that treatment, or if the said *Trip* was undertaken against the orders or advice of a *Physician*.

PART IV UNEXPECTED DISRUPTION, CANCELLATION & CURTAILMENT

If during the *Period of Insurance*, the *Insured Person* is on a *Trip* and encounters unexpected disruption, cancellations or transport mayhem, The *Company* may reimburse the *Insured Person* or *Insured* if PART IV is included in the *Policy Schedule* and cover expenses incurred for PART IV F – I up to the maximum amount stated in the *Policy Schedule*. If the *Insured Person* becomes entitled to a refund or reimbursement of all or part of such services from any other source, *We* will only be liable for the additional amount not recoverable from such other source or insurance.

PART IV F – Loss of Deposits

If during the *Period of Insurance*, the *Insured* or the *Insured Person* incurs loss of pre-paid travel and/or accommodation expenses of a proposed *Trip* following the necessary alteration or cancellation of the *Insured Person's* planned *Trip* due to:

- (a) the unexpected death or *Serious Medical Condition* of the *Insured Person*, a *Family Member*, *business partner* or *director* of the *Insured*; or
- (b) jury service of an *Insured Person*; or
- (c) *Strike*, *Riot*, *War*, *Civil Commotion* or *Natural Catastrophe*; or
- (d) the unexpected issuance of an outbreak of an *Infectious Disease*, which is declared and classified by the World Health Organization (WHO), and/or the first issue of a red or black alert, for the city or country where the *Insured Person* is due to travel to and which continues to be issued within one (1) week of the *Insured Person's* scheduled departure date; or

We will reimburse the *Insured* or the *Insured Person* the lesser of:

- (a) the non-refundable unused portion of their forfeited travel or accommodation expenses paid in advance, including travel agents' cancellation fee that is not recoverable from any other source; or
- (b) any necessarily incurred additional costs incurred to make alterations to the original *Trip* arrangements to travel at another time; or
- (c) maximum of 50% of the non-refundable unused portion of their forfeited travel or accommodation expenses paid in advance due to *Red Alert*; or

PART IV G – Trip Curtailment or Disruption

If during the *Period of Insurance* and the *Insured Person* is on a *Trip*, the *Insured Person* necessarily incurs reasonable un-budgeted additional or forfeited travel or accommodation expenses after the commencement of the particular *Trip* consequent upon the *Insured Person* having to return to the *Stationed Country* or *Home Country* due to:

- (a) the unexpected death or *Serious Medical Condition* of the *Insured Person*, a *Family Member*, *business partner* or *director* of the *Insured*; or
- (b) jury service of an *Insured Person*; or
- (c) *Strike*, *Riot*, *War*, *Civil Commotion* or *Natural Catastrophe*; or
- (d) the unexpected issuance of an outbreak of an *Infectious Disease* which is declared and classified by the World Health Organization (WHO), and/or the first issue of a red or black alert for the city or country where the *Insured*

Person is due to travel to and which continues to be issued within one (1) week of the *Insured Person's* scheduled departure date; or

We will reimburse the *Insured* or the *Insured Person* the lesser of:

- (a) the non-refundable unused portion of their forfeited travel or accommodation expenses paid in advance, including travel agents' cancellation fee that is not recoverable from any other source; or
- (b) any necessarily incurred additional costs incurred to make alterations to the original *Trip* arrangements to travel at another time; or
- (c) maximum of 50% of the non-refundable unused portion of their forfeited travel or accommodation expenses paid in advance due to red alert; or

This coverage is effective only if the expenses are incurred before the *Insured Person* became aware of any circumstances, which could lead to the disruption of his/her particular *Trip*.

It is further noted that if any loss under PART IV G is also insured under PART VII N – Political or Natural Disaster Evacuation, the *Insured Person* can make a claim under one coverage section only. Under no circumstances can the *Insured Person* make a claim under more than one coverage section for one cause or event.

PART IV H – Unexpected Delay & Travel Misconnection

If, during the *Period of Insurance*, an *Insured Person* is on a *Trip*, and either the departure time or arrival time of the *Insured Person's Trip* is delayed for at least six (6) consecutive hours from the scheduled departure or arrival time, as the case maybe, due to:

- (a) industrial action of the employees of the operator of the *Public Conveyance* (except such industrial action already taking place prior to the commencement of a *Trip*); the mechanical breakdown or derangement or structural defect of the *Public Conveyance*;
- (b) bad weather; or
- (c) any other reasonable cause beyond the control of the operator of the *Public Conveyance*.

We will pay HKD 500 per each full six (6) consecutive hours up to the limit stated in the *Policy Schedule* under PART IV H.

If as a consequence of such delay, the *Public Conveyance* is cancelled or delayed for over twenty-four (24) hours from the time specified in the itinerary after the commencement of the *Trip* and it causes the *Insured Person* to miss another scheduled *Public Conveyance*, We will reimburse the *Insured Person* for all extra traveling expenses necessarily incurred for a trip re-route to enable the *Insured Person* to arrive at the original destination up to the *Sum Insured* shown in the *Policy Schedule* against PART IV H –Travel Misconnection per any one *Trip*.

PART IV I – Flight Overbooking

If, during the *Period of Insurance*, an *Insured Person* is on a *Trip*, and *Insured Person* is denied boarding due to an overbooked airline flight and no alternative transport is made available within six (6) consecutive hours of the scheduled departure time, We will reimburse the *Insured* or the *Insured Person* up to the sum insured shown in the *Policy Schedule* against PART IV I – Flight Overbooking, for any resulting direct or indirect expenses, including the cost of carrier services incurred as a consequence of the overbooked flight.

Conditions Applicable to this PART IV

In addition to the “General Conditions Applicable to all Sections of the *Policy*”:

- (a) The *Insured* and the *Insured Person* must keep documents needed in case of a claim, including, but not limited to, receipts, booking confirmations, statements or medical certificates relating to the claim, claim forms and any other relevant documentation which comes into the *Insured's* or an *Insured Person's* possession; and
- (b) an *Insured Person* has to exhaust all other available sources of compensation prior to making a claim under this benefit and any compensation paid will be deducted or if payment was made via credit card the relevant credit card provider has been contacted requesting the transaction be reversed;
- (c) a loss which is the result of either incidental leisure travel or pure leisure travel and incurred by an *Insured Person* who has reached seventy (70) years of age shall be limited to HKD 3,000 per *Insured Person* per event.

Special Exclusions Applicable to this PART IV

In addition to the “General Exclusions Applicable to all Sections of the *Policy*”, We will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- (a) an *Insured Person* undertaking or intending to undertake a *Trip* against the advice of a *Physician* or when the *Insured Person* is unfit to travel or if the purpose of the *Trip* is to enable the *Insured Person* to seek medical attention for a *Pre-Existing Medical Condition*;
- (b) cancellation, curtailment or diversion of scheduled *Public Conveyance*, including by reason of *Strikes* or other industrial actions and Civil Commotion, if there had been published warnings that such events were likely to occur prior to the date the *Trip* was booked;

- (c) *Public Conveyance* caused delays or cancellation where the expenses are recoverable from that carrier;
- (d) misconduct of the travel agents, airlines or carrier; or
- (e) any business, financial or contractual obligations of *the Insured*, an *Insured Person* or any other person, including but not limited to, if such loss, cost or expense is claimed under PART IV H – Travel Misconnection cover;
- (f) any change of plans, cancellation of a *Trip* at the instigation of *the Insured*, an *Insured Person's* employer or an *Insured Person*;
- (g) any disinclination on the part of the *Insured Person* or any other person to undertake the *Trip*;
- (h) financial circumstances or contractual obligations of an *Insured Person*;
- (i) the inability of any tour operator or wholesaler to complete arrangements for any *Trip* or tour due to a deficiency in the required number of persons to commence any *Trip* or tour; or
- (j) additional travel or accommodation expenses which are payable under another Section or benefit of this *Policy*.

PART V LOSS OF OR DAMAGE TO PERSONAL PROPERTY OVERSEAS

If during the *Period of Insurance*, the *Insured Person* is on a *Trip* and encounters loss of or damage to personal effects Overseas, We will pay the *Insured* or the *Insured Person* for the loss, theft or damage to *Baggage*, *Mobile Electronic Equipment*, *Money* and *Travel Documents* if Part V is included in the *Policy Schedule* and up to the maximum amounts stated under PART V in specified circumstances and emergency cash for the *Insured Person* to buy replacement of clothes and toiletries due to *Baggage* delay. If the *Insured Person* becomes entitled to a refund or reimbursement of all or part of such services from any other source, We will only be liable for the additional amount not recoverable from such other source or insurance.

PART V J – Baggage Delayed

If, during the *Period of Insurance*, an *Insured Person* is on a *Trip* and his/her accompanying *Baggage* is delayed, temporarily misplaced or misdirected by any transport carrier for more than six (6) consecutive hours, We will pay reasonable expenses for the emergency replacement of clothing and toiletries incurred by an *Insured Person* up to the amount stated in the *Policy Schedule* against PART V J – Baggage Delayed.

PART V K – Personal Property, Money and Travel Documents

If, during the *Period of Insurance*, an *Insured Person* is on a *Trip* and sustains Loss of, theft of or damage to his/her *Baggage*, *Mobile Electronic Equipment*, *Money* and *Travel Document*, We will reimburse the *Insured* or the *Insured Person* in respect of such Loss, theft or damage up to the corresponding *Sum Insured* shown in *Policy Schedule* against PART V K – Personal Property, Money and Travel Documents.

As a result of Loss of *Money* and *Travel Documents*, We will;

- (a) indemnify the *Insured Person* for such Loss of *Money*; and
- (b) reimburse the *Insured Person* the replacement costs of *Travel Document*; and
- (c) reimburse the *Insured* or the *Insured Person* the additional reasonable travel and hotel accommodation expenses necessarily incurred for such Loss whilst any lost *Travel Document* is replaced; and
- (d) also pay the *Insured Person* HKD 500 per day until the earliest of the following 1) the *Travel Document* including Passport and Visa if necessary is replaced/recovered, or 2) the *Insured Person* can continue the *Trip*, or 3) the *Insured Person* can leave the place of loss, and up to maximum amount stated in the *Schedule* as cash limit for the period which the *Insured Person* necessary required to extend his *Trip* for lost *Travel Document* replacement.

Loss under PART V K shall mean items which are unrecoverable due to circumstances outside the control of the *Insured* or *Insured Person*.

Conditions Applicable to this PART V

In addition to the “General Conditions Applicable to all Sections of the *Policy*”:

- (a) the *Insured Person* must take all reasonable precautions for the safety and supervision of any *Baggage*, *Money*, *Documents* and *Mobile Electronic Equipment*;
- (b) the *Insured Person* must report all loss or damage caused by theft or willful damage to the local police, or appropriate authorities within twenty-four (24) hours after the discovery of the loss, damage or theft, and obtain a written report of such notification;
- (c) The indemnity for each item/set/pair of article, sports equipment, *Mobile Electronic Equipment*, *Money* and *Travel Documents* under this PART V K shall be limited to a maximum limit as listed in the *Policy Schedule* against PART V K- Personal Property, Money and Travel Documents;
- (d) We shall be entitled to take and keep possession of the lost or damaged *Baggage* and to deal with salvage at Our absolute discretion;
- (e) We shall only be liable to indemnify the *Insured Person* for a reasonable proportion, as determined by Us, of the total value of the set or pair where the lost or damaged article is part of a set or a pair;
- (f) We may make payment subject to due allowance of wear and tear and depreciation in respect of articles more than one (1) year old.
- (g) the *Insured Person* must report all loss of *Money* other than cash or *Travel Documents* to the issuing authority as soon as possible, and effect appropriate cancellation measures;

- (h) written confirmation from the transport carrier responsible for delay or loss of *Baggage* must be provided in support of a claim;
- (i) receipts for the replacement items must be provided in support of a claim for emergency replacement of clothing and toiletries;
- (j) *We* may, at *Our* discretion, choose to settle any claim for damage, loss or theft by way of replacement, repair or payment in cash;
- (k) For the replacement of lost *Travel Documents*, travel expenses are limited to economy class if by air or train; and the hotel accommodation is subject to HKD 1,000 per day for a maximum period of five (5) consecutive days.

Special Exclusions Applicable to this PART V

In addition to the “General Exclusions Applicable to all Sections of the *Policy*”, *We* will not be liable to pay damage, loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- (a) recoverable from other source;
- (b) electrical or mechanical breakdown of any item;
- (c) the replacement of any *Electronic Data* or software;
- (d) scratching, chipping or breakage of fragile or brittle items other than to photographic or video equipment, spectacles, contact lenses or binoculars;
- (e) Stamps of any kind, manuscripts and documents of any description, medals, bonds, securities, travellers’ samples, software, data recorded on tapes, discs, memory tools of any kind, or camping equipment;
- (f) wear and tear, deterioration, mold or fungus, insects, rodents, vermin, atmospheric or climatic conditions, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
- (g) any item being shipped under any freight agreement or being sent by postal or courier services;
- (h) depreciation or devaluation of currency or shortages due to errors or omissions during money transactions;
- (i) due to the loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the *Trip*;
- (j) confiscation or destruction by Customs or any other government authorities;
- (k) contractual obligations in relation to any *Mobile Electronic Equipment*;
- (l) theft or attempted theft which occurs while *Baggage*, *Money*, *Travel Documents* and *Mobile Electronic Equipment* is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle (unless in circumstances where *You* and/or the *Insured Person* has no option other than to leave the *Mobile Electronic Equipment* unattended due to an emergency medical, security or evacuation situation); or;
- (m) which occurs whilst *Mobile Electronic Equipment* is carried in or on any aircraft, aerial device, bus or watercraft, unless accompanied by an *Insured Person* as personal cabin *Baggage* except where *You* and/or the *Insured Person* is prohibited from carrying the items as personal cabin *Baggage* provided that the items are securely locked away within the *Insured Person’s* checked in *Baggage*.

PART VI LIABILITY WHILE OVERSEAS

PART VI L – Personal Liability

If an *Insured Person* becomes legally liable to pay damages, compensation or legal expenses as a result of causing:

- i. *Bodily Injury*, including death, to any other person; or
- ii. loss of or damage to tangible property belonging to any other person;

and such *Bodily Injury* or loss/damage is as a result of an *Accident* occurring during the *Period of Insurance* and whilst the *Insured Person* was on a *Trip*, *We* will pay the *Insured Person* the cost of such damages, compensation or legal expenses, up to the limit stated in the *Policy Schedule* against PART VI L - Personal Liability.

Conditions Applicable to this PART VI

In addition to the “General Conditions Applicable to all Sections of the *Policy*”:

- (a) no admission of fault or liability may be made without *Our* prior written consent;
- (b) *We* will be permitted to take over the settlement of any claim or conduct the defense in the *Insured Person’s* name;
- (c) *We* will have full discretion in the handling of all proceedings;
- (d) *We* may at any time pay to the *Insured Person*, in connection with any claim or series of claims arising from the one original cause, the amount shown on the *Policy Schedule* or any lesser amount for which such claim(s) can be settled. Upon such payment being made, *We* will be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to date of such payment subject to the amount shown on the *Policy Schedule*; and

Special Exclusions Applicable to this PART VI

In addition to the “General Exclusions Applicable to all Sections of the *Policy*”, *We* will not be liable to pay any damages, loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- (a) *Bodily Injury* to the *Insured Person* or any member of the *Insured Person’s Relative* ordinarily residing with them;
- (b) *Bodily Injury* to any person which occurs in the course of their employment, service contract or apprenticeship with *You* or the *Insured Person*;
- (c) loss of or damage to property owned by or in the control of *You* or the *Insured Person* or any member of the *Insured Person’s Relative* ordinarily residing with them;

- (d) loss of or damage to property or *Bodily Injury*, through or in connection with the ownership, use or possession of any mechanical propelled vehicle (with the exception of electronic wheelchairs and golf buggies), aircraft or watercraft;
- (e) *Bodily Injury*, loss of or damage to property through or in connection with *Your* or the *Insured Person's* business or trade, or from professional advice given by *You* or the *Insured Person*;
- (f) liability assumed under contract unless such liability would have arisen in the absence of such contract;
- (g) Authorized account transactions or trades that the *Insured Person* has disputed, or is disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions;
- (h) punitive, exemplary or aggravated damages, any penalty or fine or any multiple portion of any multiplied damages award;
- (i) expenses incurred due to any actual or attempted fraudulent, dishonest or criminal act by *You* or an *Insured Person* or any person acting with *You* or an *Insured Person*, or by any authorised representative of *You* or an *Insured Person*, whether acting alone or in collusion with others; or
- (j) Any costs or expenses in connection with any claim not agreed in advance by *Us*.

PART VII UNEXPECTED EVENTS AGAINST INSURED & INSURED PERSON

PART VII M – Alternative Employee Expenses

If, during the *Period of Insurance*, the *Insured Person* is undertaking a *Trip* on *Your* behalf, and *You* incur *Alternative Employee Expenses* as a direct result of the *Insured Person* suffering a *Serious Injury* or *Serious Sickness* and is likely to result in a valid claim under the *Policy* with respect to, PART II A for either *Accidental Death*, or *Permanent Total Disablement*, *We* will pay the reasonable costs incurred by *You* for recruitment of replacement employee up to the sum insured shown in the *Policy Schedule* against PART VII M – Alternative Employee Expenses.

Costs must be incurred within sixty (60) days of the *Accident* and be necessary for the continuation of the *Insured's* business. This cover is subject to the *Insured* giving *Us* a signed undertaking that any amount paid to the *Insured* will be repaid to *Us*, if it is later found that a valid claim did not or will not eventuate.

PART VII N – Political or Natural Catastrophe Evacuation

If, during the *Period of Insurance*, an *Insured Person* is on a *Trip Overseas* and:

- (a) the *Insured Person* is recommended to leave the country in which he/she is travelling by officials in that country because of an immediate security threat such as a *War*, *Civil Commotion*, civil unrest or political instability; or
- (b) the government of the *Insured Person's Stationed Country*, through its Security Bureau, issues a Travel Warning or Alert recommending that certain categories of persons, and such categories include the *Insured Person* should leave that country; or
- (c) an *Insured Person* is expelled from, or declared persona non grata in, that country; or
- (d) a major natural disaster, earthquake, tsunami or volcanic eruption has occurred in that country, and a state of emergency has been declared, necessitating immediate evacuation of the *Insured Person* in order to avoid risk of *Bodily Injury* or *Sickness*;

We will pay the actual, necessary and reasonable expenses incurred:

- (a) to return the *Insured Person* to their *Home Country* or *Stationed Country* or the nearest place of safety using the most reasonably available method of transport; and;
- (b) for reasonable accommodation costs subject to HKD 1,000 per day for seven (7) consecutive days, but excluding the cost of drinks, meals and other room services, if the *Insured Person* is unable to return to their *Home Country* or *Stationed Country*.

Our total liability for all claims arising under this Section PART VII N in respect of any one insurable event or series of events arising out of any one occurrence during the *Period of Insurance* shall not exceed the aggregate amount shown in the *Policy Schedule* under PART VII S - Political or Natural Catastrophe Evacuation.

Conditions Applicable to this PART VII

In addition to the "General Conditions Applicable to all Sections of the *Policy*":

- (a) The *Insured Person* must not knowingly endanger either their own life or the life of any other *Insured Person* or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities must comply at all times with local safety advice and adhere to recommendations prevalent at the time.

Special Exclusions Applicable to this PART VII

In addition to the General Exclusions Applicable to all Sections of the *Policy*, *We* will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- (a) the political unrest or natural disaster being in existence prior to the *Insured Person* entering the country or its occurrence being foreseeable to a reasonable person before the *Insured Person* entered the country;
- (b) an *Insured Person* being a national of or on secondment to that country;
- (c) any expenses incurred by the *Insured*, the original *Insured Person* or the other person arranged by the *Insured* to replace the original *Insured Person* to handle the business of the original *Insured Person* if the original *Insured Person's Trip* was taken against the advice of a *Physician*;

- (d) the *Insured Person* violating the laws or regulations of the country they are in;
- (e) the *Insured Person* failing to produce or maintain immigration, work, residence or visas, permits or other similar documentation required for the country they are in;
- (f) failure of *You* or the *Insured Person* to honour any contractual obligation or bond, or to obey any conditions of a licence;
- (g) the *Insured Person* while in their *Stationed Country*;
- (h) meals incurred by an *Insured Person* whilst they are receiving cover under PART VII N – Political and Natural Disaster Evacuation.

PART VIII EXTENDED WELLBEING TO INSURED PERSON AND FAMILY MEMBERS

If, during the *Period of Insurance*, an *Insured Person* is on a *Trip* and sustains a *Bodily Injury* or a *Sickness* which directly causes or results in *Event 1 Accidental Death* or *Events 2 - 24*, We will reimburse the *Insured Person* or his/her *Beneficiary* up to the amount shown (if any) in the *Policy Schedule* under PART VIII. If the *Insured* or *Insured Person* becomes entitled to a refund or reimbursement of all or part of any benefits under Part VIII from any other source, We will only be liable for the additional amount not recoverable from such other source or insurance.

PART VIII O – Credit Card Protection

We will reimburse the *Insured Person* up to the *Sum Insured* shown *Policy Schedule* against PART VIII O – Credit Card Protection for:

- i. If the *Insured Person's* credit card is lost, or is stolen during the business *Trip*, We will indemnify the *Insured Person* for the unauthorized charges, for which the *Insured Person* is responsible, on the *Insured Person's* credit card, up to 24 hours prior to the *Insured Person's* first reporting of the event to Us; or
- ii. If the *Insured Person* sustains a *Bodily Injury* for which a benefit is paid under *Event 1 - Accidental Death*, We will indemnify the *Insured Person's* credit card's outstanding balance.

We will not pay:

- (a) interest accrued or financial charges incurred.
- (b) for this benefit if the *Insured Person* is entitled to this cover from any other source
- (c) for any *Insured Person* under eighteen (18) years of Age.

PART VIII P – Education Fee Subsidy

If during the *Period of Insurance* an *Insured Person* suffers *Accidental Death*, We shall pay the *Beneficiary* a lump sum benefit stated in the *Policy Schedule* for the *Insured Person's* surviving *Dependent Child(ren)* as an education subsidy, provided they were enrolled in a nursery, kindergarten or any educational institution licensed by the local government of the *Dependent Child(ren)'s* residence at the time of the *Accident*.

PART VIII Q – Funeral Expenses & Repatriation of Remains

If the *Insured Person* dies as a result of *Bodily Injury* or by the reason of *Sickness* within thirty (30) days from the commencement of such *Accident* or *Sickness* which is contracted during the *Period of Insurance* of this *Policy*, We will reimburse the *Beneficiary* for all reasonable expenses incurred up to the *Sum Insured* stated in the *Policy Schedule*, for:

- (a) the cost of returning the *Insured Person's* mortal remains and/or personal effects to the *Insured Person's Stationed Country*; and
- (b) the cost of the *Insured Person's* funeral, burial or cremation and associated expenses; provided that We are notified as soon as possible, and prior to the arrangement of any repatriation or funeral services.

No benefit will be payable in the event of death arising out of suicide and/or malignant neoplasm and/or if the *Insured Person* is over sixty- five (65) years of age at the time of death.

PART VIII R – Home Modification Expenses

If the *Insured Person* sustains *Bodily Injury* which directly causes or results in *Permanent Total Disablement* or *Permanent Loss of all Limbs*, We shall reimburse reasonable expenses incurred by *You* or the *Insured Person* for modifying the *Insured Person's Principle Home* and/or motor vehicle in the *Stationed Country*, or expenses associated with relocating the *Insured Person* to a more suitable home up to the amount shown in the *Policy Schedule* against PART VIII W – Home Modification Expense. Provided that medical evidence is presented from a *Physician* certifying the modification and/or relocation is necessary.

PART VIII S – Rehabilitation Tuition Expenses

If the *Insured Person* sustains *Bodily Injury* which directly causes or results in *Permanent Total Disablement* or *Permanent Loss of all Limbs* which requires rehabilitation training recommended by a *Physician* treating the *Insured Person*, We shall reimburse the reasonable expenses incurred up to a maximum of six (6) months from date such tuition or advice is certified as Medically Necessary by a *Physician* and up to the amount shown in the *Policy Schedule* for tuition or advice for tuition or advice from a licensed vocational school, a licensed educational institution or a licensed rehabilitation centre during the *Period of Insurance*.

PART VIII T – Scarring of Face

If during the *Period of Insurance* the *Insured Person* sustains *Bodily Injury* which results in *Permanent* disfigurement or *Permanent Scarring* of their face of at least one (1) square centimetre or two (2) centimetres in length, *We* shall pay the *Insured Person* the *Sum Insured* stated in the *Policy Schedule*.

PART VIII U – Spouse Retraining Benefit

If the *Insured Person* suffers an *Accidental Death* or *Permanent Total Disablement* payable under this *Policy*, *We* shall reimburse the actual reasonable costs incurred for the training or retraining of the *Insured Person's Spouse* up to the maximum *Sum Insured* stated in the *Policy Schedule* or any *Endorsement(s)*:

- (a) for the purpose of obtaining gainful employment; or
- (b) to improve his/her employment prospects; or
- (c) to enable him/her to improve the quality of care he/she can provide to the *Insured Person*.

Provided always that:

- (a) the *Spouse* is aged under sixty-five (65) years at the commencement of such training; and
- (b) the training is provided by a recognised institution with qualified skills to provide such training; and
- (c) all such expenses are incurred within twelve (12) months from the date the *Insured Person* suffered the *Bodily Injury* for which the claim depends.

PART VIII V – Traumatic Incident Counselling Benefit

If during the *Period of Insurance* an *Insured Person* experiences a *Traumatic Incident*, *We* shall reimburse the *Insured Person* for the reasonable costs of trauma counselling subject to HKD 1,500 per visit per day with a duly licensed psychologist or psychiatrist (who is not an *Insured Person* or their *Relative*), recommended by a *Physician* up to the maximum *Sum Insured* stated in the *Policy Schedule* for PART VIII V.

PART IX GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES

We will not pay benefits with respect to any damage, costs, expenses, loss, liability, *Event*, *Accident*, *Sickness*, *Bodily Injury*, which directly or indirectly, caused by, arising from or attributable to:

1. *War*, *Strikes*, or *Civil Commotion*, declared or undeclared (should not be excluded against *Accident Death* due to *War*); or act of the *Insured Person* contrary to the law of the country, or any illegal or unlawful act by the *Insured Person*; violation or attempted violation of the law or resistance to arrest by *Insured Person* including commission of, or the attempt to commit, or to assist, an unlawful act; or confiscation, detention, destruction by customs or other authorities; and any prohibition or regulation by any government;
2. *Insured Person* is engaging or taking part in
 - (a) disciplinary forces, naval, military, air force service or operations with any armed force of any country whether this service or operation is provided by any public authority; or
 - (b) aviation or aerial activities including as a pilot or aircrew member except air travel solely as a passenger in a properly licensed:
 - i commercial aircraft constructed to carry passenger and operated by a licensed regularly scheduled commercial air carrier; or
 - ii private aircraft constructed to carry passengers and operated by a licensed pilot.
 - (c) manual or hazardous work of any nature, testing of any kind of conveyance, handling of explosives, or engaging in oil rigs work, mining, or aerial photography, ship crew services, hitchhiking;
 - (d) any kind of race (other than on foot), professional sports, or any sport or stunt activity where an *Insured Person* would or could earn income or remuneration from engaging in it;
 - (e) participating in Extreme Sports/Activities including but not limited to deep sea diving utilizing hard helmet with air hose attachments, white water rafting grade 4 or above, hunting, caving, potholing, off-piste skiing, outdoor rock climbing, mountaineering or climbing necessitating the use of climbing equipment, guides or ropes by the *Insured Person*;
3. Pregnancy, childbirth, miscarriage, abortion, bodily infirmity, infertility, bacterial viral, fungal infection other than bacterial infection occurring in consequence of an accidental cut or wound;
4. any infection or virus derived from a sexually transmitted or transmissible disease, treatment or services covered by:
 - (a) any workers' compensation legislation;
 - (b) any transport accident legislation;
 - (c) any government sponsored fund, plan or medical benefit scheme; or
 - (d) any other insurance policy required to be effected by or under law;
5. *Insured Person's* infection with Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) and all diseases caused by and/or related to HIV, AIDS and/or ARC;
6. services rendered in any jurisdiction where *We* are prohibited by law from paying those expenses in that jurisdiction;
7. *Insured Person* being under the influence of alcohol over the Prescribed Limit or drugs unless, in the case of drug consumption, it is proved that such drug was taken in accordance with proper medical prescription and not for the treatment of drug addiction;

8. *Insured Person's Pre-existing Medical Condition*, or any *Medical Expenses* including *Emergency* costs incurred during a *Trip* if the *Trip* was made for the purpose of receiving medical treatment (the receipt of medical treatment need not be the sole purpose of the good *Trip*); or cosmetic, elective or plastic surgery, or if the *Trip* was taken while the *Insured Person* was unfit to travel or against the advice of a *Physician*.
9. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
10. Expenses arising from willfully self-inflicted *Bodily Injury*, or willfully self-inflicted *Sickness* or *Accident*, temporary insanity, alcoholism, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life), whether grossly negligent or otherwise
11. Tests primarily not incident to treatment or diagnosis of a covered *Bodily Injury*; or not undertaken by or on the recommendation of a *Physician* or against the advice of a *Physician*; or any expenses incurred which was not *Medically Necessary*;
12. Expenses incurred relating to diagnosis, tests or treatments by the *Insured Person* himself, business partner(s) or employer/employee of the *Insured Person* or *Policyholder* or the *Spouse* or *Relative*, whether qualified or not.
13. sexually transmitted diseases.
14. Expenses which was incurred after the expiry of the *Policy Year* unless the *Policy* has been renewed and *Premium* paid within any applicable *Grace Periods*. Thereafter, such expenses that may be claimable to follow standard procedure of *Policy*.
15. Charges exceeding the *Usual, Reasonable and Customary Charges* range
16. Experimental and yet to be scientifically proven treatments.
17. Active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.

We will not pay under this *Policy* for any loss, cost, expense or liability recoverable by the *Insured* and/or the *Insured Person* from any other source (including, without limitation, any recoverable from other insurance); or as a result of any consequential loss of any kind except otherwise covered under in the benefits of the *Policy*.

PART X GENERAL CONDITIONS APPLYING TO THIS POLICY

Alteration of Risk

The *Insured* undertakes to give written notice to *Us* as soon as possible of any alteration in the *Insured's* business activities, or if changes or alterations are intended or made which may increase the risk of a claim being made under the *Policy*. If *We* agree to the change, *We* will do so in writing and the *Insured* must pay *Us* any additional *Premium* *We* may require.

If the *Insured* fails to notify *Us*, for whatsoever reason, of any change in the *Insured's* business activities and/or *Insured Person's* occupation or habits or pursuits which may reasonably be reviewed as increasing his/her exposure to *Bodily Injury* and/or *Sickness* within thirty (30) days of the occurrence of the same, the coverage provided by *Us* under this *Policy* in respect of the *Insured Person* shall cease with effect from the date on which the change took place. Such release shall in no event affect *Our* obligations to pay benefits under this *Policy* accrued prior to the said change. Before each renewal of this *Policy*, the *Insured* shall likewise give written notice of any bodily injury, sickness, illness, disease, physical defect or infirmity by which the *Insured Person* has become affected or which has come to his knowledge.

Aggregate Limit of Liability

Our total liability for all claims arising under the *Policy* during any one (1) *Period of Insurance* shall not exceed the amount shown on the *Policy Schedule* against Aggregate Limit of Liability. In the event that claims are made under the *Policy* which exceed the above *Aggregate Limit of Liability*, *We* shall reduce the payments made with respect to each *Insured Person* in such manner as *We* may determine. Any determination as to the amount payable in these circumstances shall be made entirely in *Our* sole discretion. Any liabilities that would not have existed but for the delays, non-disclosure and/or inaccurate information provided to *Us* by the *Insured* shall be borne by the *Insured*.

Amendments

This *Policy* shall include the proposal and *Policy Schedule*, all *Endorsements*, if any, declarations and other attachments, and together with these constitute the entire contract.

No insurance intermediary has any authority to amend this *Policy*, or to waive any provision. No changes in this *Policy* shall be valid unless approved by *Us* through a signed *Endorsement*.

Arbitration

Subject to Jurisdiction and Governing Law, only differences relating to the actual amounts payable by *Insured* as *Premiums*, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this

arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. Unless otherwise agreed in writing between the Parties, should there be surrounding disputes or claims resulting from the differences regarding Premiums, all such actions including the differences shall be submit to the Hong Kong courts.

Assignment

This *Policy* is neither transferable nor assignable to any other person, entity by *You* and shall not be subject to any trust or lien or charge or any kind. The *Company* shall be entitled to without the consent of the *Policyholder* assign any of its rights and duties under this *Policy*.

Automatic Termination

Coverage for an Insured Person shall automatically terminate on the earliest of the following:-

- a) Date on which the Insured Person ceases to meet the eligibility requirements and criteria of an Insured Person for Coverage;
- b) Date the *Policy* terminates for the Insured Person.
- c) Date the *Policy* terminates for all Insured Persons.
- d) The first Due Date following the Insured Person's eighty-one (81) birthday.
- e) Subject to any applicable Grace Period, the date of expiration of the period for which the last premium payment is made in respect of the Insured Person

Breach of Conditions

If the *Insured* or the *Insured Person* is in breach of any of the conditions or provisions of the *Policy* (including a claims condition), *We* may decline to pay a claim, to the extent permitted by law.

Cancellation of this Policy

We may cancel this *Policy* by giving thirty (30) days' notice in writing to the *Insured*. In the event of such cancellation, *The Company* may cancel this *Policy* by giving thirty (30) days' notice to the *Insured* by registered letter sent to the last known address; and *the Company* making to the *Insured* a return of *Premium* proportionate to the unexpired part of the *Period of Insurance*.

If no claims have been paid and no claims are outstanding, this *Policy* may be applied for termination for all *Insured Persons* or a specific *Insured Person* at any time by *Policyholder* on seven (7) days' notice to *the Company* and in such event the *Insured* shall be entitled to a return *Premium* less *Premium* at *the Company's* Short Period Rates for the time this *Policy* has been in force during the *Period of Insurance*, but in no event less than *Our* customary minimum *Premium* per *Policy*.

Period Covered not exceeding	Short Period Rates
2 months	40% (minimum)
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	Full annual premium

The above refund of Premiums is only applicable to a *Policy* with annual payments.

Clerical Error

Clerical errors by *Us* shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

Commencement & Renewal

Insurance Coverage shall commence from the date specified on the *Schedule* and shall continue to be in force until the end of the *Period of Insurance*. *Cover* can be offered subject to a declaration of material facts submitted by *Policyholder* on behalf of all proposed Insured Persons eligible for *Cover* on the commencement date or *Due Date* for renewal of *Policy*. Enrollment of *Insured Persons* during *Period of Insurance* will be subject to individual underwriting and shall furnish, at their own expenses, evidence of insurability satisfactory to the *Insurer*. *We* reserve the right to refuse to accept an application or enrollment form from any individual meeting the eligibility requirements and criteria for *Insured Person* without giving a reason.

This *Policy* may be renewed, subject to *Our* discretion of consent, for consecutive periods by the payment of the agreed *Premium*. *We* reserve the right to decline the renewal, or amend *Premium* rates, benefits, terms and conditions of this *Policy* at the end of any *Period of Insurance* or otherwise in *Our* discretion.

Premiums are payable on or before the *Due Date* subject to any applicable *Grace Period*. This *Policy* will continue to be in effect during any applicable *Grace Period*. If a *Premium* is still unpaid at the end of a *Grace Period*, this *Policy* is no longer in effect from the *Due Date*. *Policyholder* shall be liable to pay the *Company* all such *Shortfall* incurred during the *Grace Period* if the *Policy* has lapsed.

If the *Period of Insurance* is less than ninety (90) days, any *Premium* due must be paid and actually received in full by *Us* (or the intermediary through whom this *Policy* was effected) within the *Period of Insurance*. If this *Policy* is terminated through default in the payment of the agreed *Premiums* or this *Policy*, any subsequent acceptance of a *Premium* by *Us* shall reinstate the *Policy*, but the *Policy* only covers the time period after the Reinstatement becomes effective as specified by *Us* in writing and in accordance with the Reinstatement section below.

Premiums are payable annually by any method which the *Company* makes available.

Conditions Precedent to Liability

Our liability for any benefit under this *Policy* is conditional upon the:

- i truth of the statements and information as provided to *Us* by the *Insured* and all *Insured Person(s)*; and
- ii due observance and fulfilment of the terms and conditions of this *Policy* insofar as they relate to anything to be done or complied with by the *Insured* and all *Insured Person(s)*.

Additionally, the *Insured*, *Insured Person* or his/her representatives, upon making a claim, shall co-operate fully with *Us*, and will fully and faithfully disclose all material facts and matters and shall, upon request, execute any document to empower *Us* to obtain relevant information from, including but not limited to, any doctors, *Hospitals*, third party administrators or other sources.

Contracts (Right of Third Parties) Ordinance

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*.

Currency

All amounts shown are in Hong Kong dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published on <https://www1.oanda.com/currency/converter/> on the date the expense is incurred or loss is sustained. All claims will be paid in Hong Kong dollars.

Examination and Audit

We shall be permitted to examine the *Insured Persons* or the *Insured's* records relating to this *Policy* at any time during the *Period of Insurance* and within three (3) years after the termination of this *Policy* for whatsoever reason for the full and final adjustment and settlement of all claims, whichever is later.

Geographical Limit and Operative Time

The coverage as afforded under this *Policy* is twenty-four (24) hours a day worldwide during the course of a *Trip* unless otherwise stated in the *Policy* or *Policy Schedule* or any subsequent *Endorsements*. For avoidance of doubt, subject always to the provisions of this *Policy* where coverage is stated as recoverable only in *Stationed Country* or *Overseas*

Jurisdiction & Governing Law

Unless otherwise stated under *Arbitration and Mediation*, this *Policy*, and any disputes or claims arising out of, or in connection with this *Policy*, its subject matter or formation, shall be governed by and constructed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). Contracting parties of this *Policy* irrevocably submit to the exclusive jurisdiction of the *Hong Kong* courts.

Language

The English language version of this *Policy* shall be controlling in all respects and shall prevail in the case of inconsistencies with translated versions, if any.

Limitation Period for Bringing Action

No action at law or in equity shall be brought to recover on this *Policy*:

- (a) prior to the expiration of sixty (60) days after Proof of loss has been filed in accordance with the requirements of this *Policy*;
- (b) after two (2) years from the expiration of the time within which proof of loss is required by this *Policy*; or
- (c) after the *Company* rejects liability for any claim and no action was submitted within twelve (12) months from the date of such rejection to the Hong Kong Courts for adjudication

Any action falling within b) – c) shall be deemed to have been irrevocably abandoned and shall not be recoverable.

Mediation

Any difference in respect of a *Physician's* medical opinion in connection with the treatment of an *Accident* or *Sickness* shall be settled between two medical experts appointed in writing by the parties to the dispute. Any difference of opinion between the two medical experts shall be referred to a mediator who shall be appointed in writing by the two medical experts at the outset ("Appointed Mediator"). The Appointed Mediator shall be registered under the Insurance Complaints Bureau (ICB) List of Mediators and/or has obtained a certificate on healthcare mediation. Should the two medical experts fail to agree despite the mediation by the Appointed Mediator, the decision of the Appointed Mediator shall be final and binding. Unless otherwise agreed in writing between the Parties, should there be surrounding disputes or claims resulting from or relating to the differences regarding a *Physician's* medical opinion, all such actions including the differences in respect of a *Physician's* medical opinion shall be submitted to the Hong Kong courts.

Medical Examination

We shall have the right and opportunity through *Our* medical representatives to examine any *Insured Person* whenever and as often as may be reasonably required within the duration of any claim. In addition, We shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious belief.

Misrepresentation / Fraud / Non-disclosure

Notwithstanding other terms and conditions, if information provided or declaration of the *Policyholder* or *Insured Person* is untrue in any respect, or if any material fact affecting the risk are not disclosed or incorrectly stated herein or omitted therefrom, or if this *Policy*, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or nondisclosure or if any claim shall in any respect be false, exaggerated, or fraudulent or if fraudulent means, statements or devices are used by the *Insured Person* or anyone acting on his/her behalf to obtain *Benefits* hereunder, then the *Policy* shall be cancelled and voided immediately and all benefits and premiums will be forfeited. *Insurer's* discretion to cancelled and void the *Policy* for all *Insured Persons* or for one or more *Insured Persons*.

Other Insurance

In the event of a claim, the *Insured* and/or *Insured Person* must advise *Us* as to any other insurance policies that may be available to pay or partially pay that claim. If the *Insured Person* or *Policyholder* is entitled to reimbursement of all or part of any coverable expenses incurred from any other insurance or sources, We will only be liable for such amounts in excess of the amount payable under such other insurance or sources.

Additionally and for avoidance of doubt, if at the time of any claim under this *Policy* there is any other insurance or source indemnifying any person or the *Insured* or *Insured Person(s)* who are entitled to be indemnified under this *Policy*, this *Policy* is not to be called upon in contribution and, subject to the policy limit of indemnity, is only to pay any amount if and so far so not recoverable under such other insurance or source.

Payment of Claims

Payment for the death of the *Insured Person* is payable to the *Beneficiary*, and all other *Benefits* paid under the *Policy* shall be payable to such person or persons and in such proportions as specified in the *Policy*. Further to Other Insurance, We shall not pay *Benefits* with respect to any loss, damage, liability, *Event* or *Bodily Injury* which directly or indirectly that is recoverable from other sources or insurance policies applicable to that *Insured Person* except for the benefits under Part A – Personal Accident and where the payment of the benefit is related to *Accidental Death* or *Permanent Total Disablement*.

Premium Adjustment due to change on Insured Person(s)

An annual flat *Premium* is hereby charged to the *Insured* according to the actual number of *Insured Person* as of commencement date of the *Period of Insurance*, the estimated trip pattern of all *Insured Persons* during the *Period of Insurance*, and any other underwriting information as provided by the *Insured*.

The *Insured* undertakes to provide and disclose to *Us* in a timely manner if there is any change of material underwriting information (including but not limited to the estimated trip pattern, the total no. of *Insured Persons*, the change of *Sum Insured*) during the *Period of Insurance* and always at the beginning and the end of each *Period of Insurance*, even if there are no applicable changes to the information previously provided to *Us*, for *Premium* adjustment. The adjustment of *Premium* upwards or downwards, as the case may be, will be made at the end of each *Period of Insurance*.

Proof of Claim

A completed claim form with all original proof of loss documents such as supporting invoices and receipts signed by the treating *Physician* must be submitted to the *Insurer* or to the appointed independent claims administrator within thirty (30) days from the first date of treatment of the insured *Event* for which the claim is made, except in the case of *Accidental Death*, immediate notice must be given. Failure to provide the *Company* with a written notice of claim within the time required shall invalidate the claim. Photocopies are not acceptable. We may require the submission at the expense of the claimant of such information, certificates, evidence, medical reports and other data or materials, reasonably required in further support of the claim.

Unless otherwise stated, the applicable Currency under this Policy shall be HKD (HK\$), as further detailed under Currency. Any claim for reimbursement of expenses made by an *Insured Person* in any foreign currency shall be converted to HKD at the rate of exchange quoted on www.oanda.com on the date the *Insured Person* received treatment.

We may appoint independent third-party administrators or service providers to settle claims on *Our* behalf. All rights reserved by *Us* in respect of claim procedure equally apply to such third parties acting on *Our* behalf.

If *Policyholder* or *Insured Person* makes a claim which is any way dishonest, we reserve the right not to pay any *Benefits*, or if we have already paid before we discover the dishonesty, We reserve the right to recover those payments from *Policyholder* or *Insured Person* and/or terminate, rescind or void the *Policy* as appropriate.

We are not obliged to pay the ongoing or subsequent costs of continuing, or similar, treatments, even where We have previously paid for this type of or similar treatment.

Providing Proof of Loss

The *Insured Person* must keep documents they will need in case of a claim. These proofs may include, but not be limited to, substantiation of the *Insured Person's* earnings, receipts, statements or medical certificates relating to a claim, injury reports, claim forms and any other relevant documentation which comes into *Policyholder* or an *Insured Person's* possession.

Reasonable Care

The *Insured* or *Insured Person* should act in a prudent manner and exercise reasonable care to prevent accidents, injuries or illnesses and to mitigate any damage or loss. Compensation shall not be payable unless the *Insured Person* as soon as possible after sustaining *Bodily Injury* or *Sickness*, seek and follow proper medical advice from a *Physician*. Failure to follow proper medical treatment or advice may result in *Us* reducing or suspending *Our* liability under the *Policy* to the extent to which We have suffered any prejudice due to such failure.

Reinstatement

Within sixty (60) days after the end of a *Grace Period*, this *Policy* may be reinstated at *Our* absolute discretion provided that the *Policyholder* sends a written application for reinstatement including: -

1. satisfactory proof that the *Insured Person(s)* are still insurable and meets the eligibility criteria;
2. undertaking from *Policyholder* there were no *Alteration in Risk*;
3. pays all overdue *Premiums* with interest; and
4. pays all applicable *Shortfall*.

Any reinstated *Policy* will only cover losses or claims incurred (whether reported or not) after the date of reinstatement as confirmed by *Us*. The period prior to reinstatement by *Insurer* shall be a break in *Cover* for all *Insured Persons*.

Relocation

Immediate notice must be provided to *Us* if any *Insured Person* who has USA as its *Home Country* and stays in USA for longer than one hundred eighty-three(183) days and/or needs to change the *Stationed Country* reported to *Us* to USA. This is not a private medical insurance policy and this *Policy* does not conform with the regulations set forth in the USA Patient Protection and Affordable Care Act (ACA). *Policyholder* and/or *Insured Persons* are liable for and shall ascertain whether the *Policy* is suitable for any proposed or existing *Insured Persons* who may require insurance coverage in compliance with relevant USA laws.

Any *Premium* paid will not be refundable if the cancellation of a *Policy* coverage for an *Insured Person* was due to relocation to a *Sanctioned Country*.

Rights of Beneficiary and Assignment

Consent of the *Beneficiary* shall not be requisite to surrender or assignment of this *Policy*, or to change of *Beneficiary*, or to make any other changes in this *Policy*. No lawful assignee of this *Policy* shall be entitled to any payment under this *Policy* except for the benefit payable in respect of death.

Additionally, it is hereby understood and agreed that any sums payable in respect of death, once paid to the *Beneficiary* whose receipt shall be a full and final discharge of the Company obligations. If no *Beneficiary* is designated, or the *Beneficiary*, or one of the *Beneficiary* is not living at the time of payment, We shall pay the total death benefit amount to the *Estate*, whose receipt shall be a full and final discharge of *Our* obligations.

Set Off

Any amount that an *Insured Person* and/or *Policyholder* may owe to *Insurer* under this *Policy* or otherwise, whether it is liquidated, is actual or contingent, such amounts owe may be set off by *Insurer* during any *Policy* year, or *Insurer* may on demand request *Policyholder* or *Insured Person*, whichever is applicable, to pay the amount owed. Any exercise by *Insurer* of its rights under this clause will not prejudice any other right or remedy available to it, whether under this *Policy* or otherwise.

For avoidance of doubt, *Policyholder* shall remain liable for such amounts owed by *Insured Person* until payment is made to *Insurer*.

Shortfall

Policyholder agrees to reimburse *Us* in full for any *Shortfall* within twenty-one (21) days of receipt of a *Shortfall* written notice from *Us* (“Shortfall Payment Period”).

Without prejudice to other rights and remedies, if the *Shortfall* is not settled within the *Shortfall Payment Period*, *We* may, at our discretion:

1. charge the *Policyholder* interest on such *Shortfall* from date of written notice until date of payment;
 2. terminate coverage in respect of that *Insured Person* or the entire *Policy*;
 3. set off any amounts in accordance with the *Set Off* section of this *Policy*.
- Any delay or non-action by *Us* in respect of the above shall not constitute a waiver of our rights and remedies.

Subrogation

We shall have all rights, and such rights shall be assigned to us where applicable, to proceed at *Our* own expense in the name of the *Policyholder* and/or the *Insured Person* against any third parties who may be responsible for any occurrence giving rise to a claim under this *Policy* and any amount so recovered shall belong to *Us*.

The *Insured* and the *Insured Person* must not do anything which reduces any such rights and must provide reasonable assistance to *Us* in pursuing any such rights. *We* will have full discretion in the conduct, settlement or defence of any claim in the *Insured* or the *Insured Person's* name.

In relation to any claim under the *Policy*, the *Insured* and/or the *Insured Person* must not admit fault and must not offer or promise to pay any money or become involved in legal proceedings without *Our* approval.

Time for Filing Proof of Loss for Disablement

Affirmative proof of loss must be furnished to the *Company* in case of a claim due to loss of time from disablement within thirty (30) days after the termination of the period for which the *Company* is liable, and in case of a claim for any other loss, within one hundred eighty (180) days after the date of loss.

Waiver

No delay or omission by *Us* in exercising any right, power or privilege hereunder shall operate to impair such right, power or privilege or be construed as a waiver thereof and any single or partial exercise of any right, power, privilege shall not in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.



PART XI HOW TO MAKE A CLAIM

The *Insured Person* can complete a claim form and submit together with the following documents as appropriate to Liberty International Insurance Limited within the thirty (30) days of the event taking place. Please call 2892 3888 for further assistance.

PART XII PERSONAL INFORMATION COLLECTION STATEMENT

Liberty International Insurance Limited (referred to hereinafter as the “Company”) recognizes its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (the “Ordinance”). The Company will take all practicable steps to ensure security of the Personal Data and to avoid unauthorised or accidental access, erasure or other use.

For the purpose of this Statement, "Personal Data" means any data: -

- (a) relating directly or indirectly to a living individual;
- (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
- (c) in a form in which access to or processing of the data is practicable

The Company's products and services are intended for persons residing in Hong Kong and all payments are made in Hong Kong Dollars. The Company does not intend to or knowingly collect, hold, process, use or transfer Personal Data of any individual living within the European Union (“EU”) or monitor the behaviour of any EU-based individuals.

Purpose

From time to time it is necessary for the Company to collect, or be provided by your agents and/or representatives, your Personal Data (including personal information such as but not limited to your credit, motor and health records and insurance claims history) such as Personal Data of our customers (including but not limited to our online account holders, policy owners, insureds, trustees, policy assignees, claimants and beneficiaries) collected, transferred to or held by the Company which may be used, stored, processed, transferred or disclosed or shared by us for the following obligatory and other purposes (“Purposes”), such as:-

1. offering, providing and marketing to you the products/services of the Company, including related companies of the Company (“our affiliates”) or our business partners (see “Direct Marketing” below), and administering, supporting, maintaining, managing and operating such products/services including policies and handling your mobile and internet accounts;
2. Processing and determining any insurance applications, requests, insurance claims and providing ongoing insurance services;
3. Processing requests for payment and for direct debit authorization including evaluating your financial needs;
4. Managing, investigating and analyzing any claim, action and/or proceedings made by or against or otherwise involving you, and to exercise the Company's rights as more particularly defined in applicable policy wording, including but not limited to subrogation rights;
5. Compiling statistics or using for accounting purposes;
6. Meeting disclosure requirements of any local or foreign law, regulations, codes or guidelines binding on the Company, its parent and affiliated companies (“Liberty Mutual Group of Companies”);
7. Complying with the legitimate requests or orders of the courts of Hong Kong Special Administrative Region and regulators including but not limited to the Insurance Authority, Hong Kong Federation of Insurers, auditors, governmental bodies and governmental-related establishments binding the Liberty Mutual Group of Companies;
8. Enabling an actual or proposed assignee of the Company to evaluate the transaction intended to be the subject of the assignment;
9. Conducting identity and/or credit checks and/or debt collection;
10. Conducting medical or health reference checks for relevant insurance products;
11. For management of IT environment and business operation;
12. Ensuring security of our IT environment;
13. Detecting and investigating illegal activity, including fraud, money laundering or terrorism financing (whether such detecting and investigating is in relation to an application or insurance policy of the Company);
14. Comply with legal, regulatory and other good governance obligations, including respond to requests from public and governmental authorities (including those outside your country of residence) or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
15. For monitoring and assessing compliance with the Company and Liberty Mutual Group of Companies policies and standards;
16. Achieve other legitimate business purposes, for example, to carry out insurance surveys, research and analysis, including analysis of our customer base and other individuals whose personal information we to analyse behaviour, preferences and interests, develop new products, improve our services, identify usage trends, understand the interests of our users, to plan and execute business transactions (including joint ventures and business sales) and for other legitimate business purposes;
17. Establishing, exercising or defending legal rights of any member of the Liberty Mutual Group of Companies;
18. assisting financial institutions with interests related to you and/or the products/services you have with the Company including enable an actual or proposed assignee/mortgagee to evaluate the transactions you have with the Company intended to be the subject of the assignment/mortgage;
19. to facilitate authorized service providers to provide services to the Company and/or the customers for the above Purposes
20. Providing third party administration services and carrying out other services in connection with the operation of the Company's business;
21. Facilitating the Company's authorized service providers to provide services to the Company and/or customers for the above purposes;
22. Other purposes directly relating to any of the above; and
23. Any other purposes we notify you at the time of obtaining your consent.

Please note that if you do not provide us with your Personal Data, we may not be able to issue your policy, process claims or provide insurance products or services to you or process your request.

Please also ensure that you provide complete and accurate Personal Data to us and keep us updated on any changes to your Personal Data. Kindly note that if you do not provide complete and accurate personal information to us as and when it is required, it may have adverse consequences for you.

Direct Marketing

Your Personal Data collected or held by the Company, in particular, names and contact information such as telephone number, email address and postal address may be used by the Company and/or the Liberty Mutual Group of Companies to provide marketing materials and conduct direct marketing activities (including but not limited to promoting, marketing or selling of the Company, Liberty Mutual Group of Companies or co-branded insurance or financial or investment related products or services by electronic or other means) in relation to insurance and/or financial products and services of the Company, the Liberty Mutual Group of Companies and/or other financial services providers.

This may include the use of your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing and to conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes of products and services that the Company, our affiliates, Liberty Mutual Group of Companies, our co-branding partners and our business partners may offer.

If you do not consent to receive such marketing communications, you may at any time withdraw your consent to the use and provision of your Personal Data for direct marketing by downloading the form below.

<https://www.libertyinsurance.com.hk/download/Liberty-Insurance-Opt-Out-Form.pdf>

In the absence of any "opt-out" request from the customer, the Company shall treat the application and continuation of his/her policy(ies) held with the Company as an indication of no objection to the Company's use of such Personal Data for this voluntary marketing purpose.

Transfer of Personal Data

Your Personal Data will be kept confidential and may be held or stored locally, regionally or globally, whether in Hong Kong or out of Hong Kong.

Subject to the provisions of any applicable law, we may need to disclose your Personal Data to third parties, whether located within or outside Hong Kong for one or more of the above Purposes.

Your Personal Data may be made available to:

1. **Our Liberty Mutual Group of Companies:** Other Liberty Mutual affiliates may have access to and use of Personal Data in connection with the conduct of our business where appropriate in order to fulfill one or more of the above Purposes.
2. **Our Liberty Mutual Group of Companies,** or any other company carrying on insurance or reinsurance related business, or an intermediary;
3. **Our Service Providers:** External third-party service providers such as but not limited to agent, contractor, banker or third party service provider who provides administrative, telecommunications, computer, payment, banking or other services to the Company in connection with the operation of its business and Liberty Mutual affiliates in a service provider role, such as accountants, auditors, lawyers and other outside professional advisors; call center service providers; IT systems and management, IT support and security service providers; cloud providers, research and analytics service providers; claim investigators and adjusters; and similar third-party service providers that assist us in carrying out business activities.
4. **Other Third Parties Service Providers** including brokers; employers; healthcare professionals; hospitals; organisations that consolidate claims and underwriting information for the insurance industry; fraud prevention organisations; other insurance companies (whether directly or through fraud prevention organisation or others named herein), the police and databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; legal advisors, investigators, loss adjusters, reinsurers, medical and rehabilitation consultants, emergency assistance companies, medical doctor panel groups, medical advisory consultants, surveyors, specialists, repairers, accountants, financial institutions, and data processors including any interested parties with legitimate legal and/or beneficial interests in your policies, the subject matter of your policies, and/or the products/services you have with the Company;
5. **Other Third Parties:** To a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings); to reinsurance companies.
6. Credit reference agencies, financial institutions, and in the event of default, any debt collection agencies or companies carrying on claim or investigation services;
7. Any person to whom the Company is under an obligation to make disclosure under the requirements of any law binding on the Company or any of its associated companies for the purposes of any regulations, codes or guidelines issued by governmental, regulatory or other authorities with which the Company or any of its associated companies are expected to comply;
8. Any person pursuant to any order of a court of competent jurisdiction;
9. Any actual or proposed assignee of the Liberty Mutual Group of Companies or transferee of the Liberty Mutual Group of Companies' rights in respect of the policy owners;
10. Supplied to the Data Center of Liberty Mutual Group of Companies or Liberty Mutual Group of Companies in the USA may host such respective servers or may utilize third party servers which Liberty Mutual Group of Companies would be the controller for processing, storage, and/or backup of Personal Data. Such Data Centers and/or servers are/may be located in Singapore, elsewhere in Asia, the United States of America, Europe and Latin America or such other countries/territories as

- determined by the Liberty Mutual Group of Companies from time to time;
11. Providers of risk intelligence for the purpose of customer due diligence or anti-money laundering screening;
 12. Other banking/financial institutions, commercial or charitable organizations with whom the Company maintains business referral or other arrangements for marketing communication if “no objection” is provided;
 13. Third party marketing service providers and insurance intermediaries for marketing communication if “no objection” is provided.
 14. Made available to any actual or proposed purchaser of Company business or, in the case of a merger, acquisition or other public offering, the purchaser or subscriber for shares in Liberty Mutual Group of Companies;
 15. Supplied to an organization involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including testing or upgrading our computer systems;
 16. Provided to your representatives including your legal advisers;
 17. Made available to anyone to whom you have given your consent;
 18. Made available to other Company’s authorized service providers to provide services to you for the above purposes for which the Personal Data are to be used;
 19. As we believe to be necessary or appropriate: To comply with legal process, to respond to requests from public and government authorities including public and government authorities outside your country of residence, to enforce our terms and conditions, to protect our operations, to protect our rights, privacy, safety or property, and/or that of you or others; to detect and prevent fraud; and to allow us to pursue available remedies or limit the damages that we may sustain.

Data Processing Outside Hong Kong

We may share Personal Data with one or more of our affiliated Liberty Mutual Group Companies, service providers or with third parties for the Purposes described above. Some of these affiliated companies, service providers and third parties may be based in other countries and may not be subject to the laws of Hong Kong.

By sharing personal information with the Company, you consent to the collection, use, processing and transfer of such information in accordance with our Privacy Policy to the United States (where the Company’s headquarter is located) or other countries. We will take all steps reasonably necessary to ensure that your Personal Data is treated securely and in accordance with our Privacy Policy. However, you should note that where your Personal Data is disclosed to or accessed by parties located outside of Hong Kong as provided above, your personal information may not be afforded the same protections as it is under Hong Kong law.

Access and Correction of Personal Data

According to the Ordinance, you have the right to ascertain whether the Company holds your Personal Data, to access, obtain, correct and/or change any of your Personal Data held by the Company by contacting the Company’s Personal Data Privacy Officer. Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
Liberty International Insurance Limited,
13/F Berkshire House, 25 Westlands Road,
Quarry Bay, Hong Kong

using the Data Access Request Form found at: -
<https://www.pcpd.org.hk/english/publications/files/Dforme.pdf>

In accordance with the Ordinance, a reasonable fee may be charged by the Company to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

In the event of any discrepancy or inconsistencies between the English and Chinese versions of this notice, the English version shall prevail.



® Sun Flower Insurance Brokers Limited

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong
Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk www.sunflowerVIP.com

Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.