

IMPORTANT NOTE

Making a Claim

You can report a claim anytime, anywhere around the world, simply click on the following for online claim lodgement:-



URL : <https://forms.msig.com.hk/Forms/ClaimTravel> QR :

Emergency Assistance

In case of an Emergency, and prior to taking personal action where reasonable, You or your representative shall call our 24-hour Travel Worldwide Assistance Services, whose contact number is listed below:

Hong Kong (852) 3122 6899

and should be stated:

- His/Her name, the certificate number, name of the insurance company and his/her I.D. Card or passport number, and
- The name of the place and the telephone number where the Service Provider can reach the Member or his/her representative, and
- A brief description of the accident and the nature of help required.

The cost of long distance calls shall be borne by the Member.

Travel Assistance Services include:

- Medical Evacuation -
- Repatriation after Treatment -
- Emergency Rerouting -
- Legal Assistance -
- Compassionate Visit -
- Children Escort Arrangements -
- Deposit Guarantee for Hospital Admission -

The above services are offered by the Service Provider appointed by MSIG Insurance (Hong Kong) Limited.

ANNUAL TRAVELSURANCE POLICY 4.0

This is your Annual TravelSurance 4.0 Policy ("the Policy"). It comes with a Schedule which should be attached to the Policy. Both documents form the contract of insurance. Please read them carefully and keep them safe. You should take them with You when You travel or refer to the soft copies which We have sent to You. Also We suggest that You keep your family members informed of this insurance cover as it would be helpful in the event of a claim.

This Policy is a contract entered into between You and the Company on the basis of the information in the proposal, whether submitted in a written form or through the internet application. Subject to the terms of the Policy and any endorsements to it, We will indemnify You in the manner and to the extent described in the Policy, in respect of events occurring whilst on a Journey during the Period of Insurance for which We have accepted the premium.

The Policy terms, conditions, exclusions and endorsements will apply to You and anyone claiming indemnity on your behalf. The observance and compliance with such terms, conditions and exclusions by You and your representative shall be conditions precedent to our liability to make any payment under this Policy.

Conditions to be satisfied for insurance to operate

This insurance operates only if all of the following conditions are satisfied:

- (a) You are ordinarily residing in Hong Kong at the date of arranging each Journey; and
- (b) the Journey should be a round trip i.e. the original place of departure and the place of final destination are both Hong Kong; and
- (c) the period of the Journey does not exceed 90 days.

DEFINITIONS

"Bodily Injury" means: -

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

"Close Business Partner" means: -

your close business partner proved as such to our satisfaction on the basis of business registration or corporate registration documentation.

"Hijack" means: -

unlawful seizure or wrongful exercise of control of an aircraft in which an Insured Person is travelling.

"Hong Kong" means: -

the Hong Kong Special Administrative Region of the People's Republic of China.

"Hospital" means: -

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

- a) has organised facilities for diagnosis, treatment and major surgery;
- b) provides 24 hours a day nursing services by registered nurses;
- c) is under the supervision of one or more Legally Registered Medical Practitioners; and
- d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

"Immediate Family Members" means: -

your legally married spouse, parent(s), parent(s)-in-law, grandparent(s), sibling(s), child(ren), legally adopted child(ren), grandchild(ren) or legal guardian(s).

"Journey" means: -

any journey, which meets the Conditions to be satisfied for insurance to operate stated above, within the Period of Insurance and beginning at the time You leave home or workplace in Hong Kong for the direct purpose of commencing the journey and ending at 2 hours after You arrive at the immigration counter in Hong Kong after completion of the trip.

"Legally Registered Medical Practitioner" means: -

a person other than You or your family members who is a practitioner of western medicine duly qualified and legally registered as such under the laws of Hong Kong or the country in which the claim arises and where the treatment takes place.

"Loss of Limb" means: -

loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

"Loss of Sight" means: -

total and irrecoverable loss of sight.

"Period of Insurance" means: -

the period specified in the Schedule and any subsequent period for which You shall have paid and We shall have accepted a renewal premium.

"Public Transport" means: -

a licensed and scheduled transport service (other than contractor or private carrier) which any member of the public can join at a recognised stop and pay a fare.

"Schedule" means: -

the document specifying details of You and the insurance provided. The Schedule forms part of the Policy.

"Serious Bodily Injury or Serious Sickness" means: -

Bodily Injury or Sickness which requires treatment by a Legally Registered Medical Practitioner, the condition of which is certified by that Legally Registered Medical Practitioner as being dangerous to life. Where an Insured Person or a Travel Companion is concerned, the Legally Registered Medical Practitioner shall also certify that he/she is unfit to travel or continue with the Journey.

"Sickness" means: -

sickness or disease which requires the treatment of a Legally Registered Medical Practitioner and which results in expenses being necessarily incurred.

"Suspension of Public Transport" means: -

suspension of Public Transport for more than 1 hour.

"Travel Companion" means: -

the person who made the travel booking or reservation with You and accompanied You for the whole Journey other than the tour guide, tour escort or a member or a group tour which You join for the purpose of the trip insured hereunder.

"Travel and Accommodation Deposits" means: -

travel and accommodation deposits including overseas local tour package or admission tickets to any major sporting event, musical, concert, museum or theme park.

"Valuables" means: -

jewellery, furs, gold and silver articles, watches, radios and binoculars.

"We / Us / the Company" means: -

MSIG Insurance (Hong Kong) Limited.
(with "our" being the possessive noun for We as defined)

"You / the Insured Person" means: -

each of the persons named or specified in the Schedule, for whom insurance has been arranged. "You" also means the person or company named as the Insured in the Schedule.

(with "your" being the possessive noun for You as defined)

SUMMARY OF BENEFITS

Unless otherwise stated and subject to any sub-limit as stated in any section, the maximum indemnity in respect of each of the Insured Persons is shown under the table of Benefits below for each of the Journey.

Section	Benefits	Gold Plan (HK\$)	Silver Plan (HK\$)
1.	Personal Accident		
	Class^*		
	A	500,000	500,000
	B	1,000,000	1,000,000
	C	2,000,000	2,000,000
	D	3,000,000	3,000,000
	E	4,000,000	4,000,000
	F	5,000,000	5,000,000
	Major Burns	250,000	250,000
2.	Medical Expenses	1,000,000	1,000,000
	Hospital Cash	5,000	5,000
3.	Trip Cancellation and Curtailment	50,000	Not Applicable
	Replacement Employee	20,000	Not Applicable
4.	Travel Delay	2,000	Not Applicable
	Trip Rearrangement	7,500	Not Applicable
	Loss of Passport	2,000	Not Applicable
	Hijack	2,500	Not Applicable
5.	Loss of Baggage	25,000	Not Applicable
	Delayed Baggage	1,500	Not Applicable
	Loss of Business Documents or Samples	2,500	Not Applicable
	Personal Money and Personal Documents	3,000	Not Applicable
6.	Personal Liability	2,500,000	Not Applicable
7.	Rental Vehicle Excess	5,000	Not Applicable

*The selected Class is stated in the Schedule.

*Class C, D, E, F are not applicable to those Insured Persons above 65 years of age.

SECTION 1 - PERSONAL ACCIDENT

Subject to the maximum indemnity as stated in the Summary of Benefits for the Period of Insurance, We will cover Bodily Injury suffered by You during the Journey resulting in death or permanent disablement, subject to the scale of Benefits shown below which will be paid to You or your legal representative in the event of death.

Benefits	% of the maximum indemnity as stated in the Summary of Benefits
1. Death (which occurs within 12 months from the date of the accident)	100%
2. Permanent total disablement after 12 months' continuous total disablement from the date of Bodily Injury be such and as will in all probability continue for the remainder of your life and prevent You from engaging in or attending to any kind of employment, business, profession or occupation.	100%
3. Loss of two Limbs or Loss of Sight of both eyes.	100%
4. Permanent total loss of speech and hearing.	100%
5. Loss of one Limb or Loss of Sight of one eye.	50%
6. Permanent total loss of speech.	50%
7. Permanent total loss of hearing.	50%

In the event of your death arising from Bodily Injury, We may approve an advance payment of HK\$50,000 as cash relief to your legal representative. Upon payment of such cash relief, our liability under the Death Benefit shall be reduced by the same amount.

Extra Benefits under Section 1

- Amateur Dangerous Sports and Activities Extension.** (Only applicable to You if You are 65 years of age or below when You suffer Bodily Injury) Notwithstanding General Exclusion 2(b) of the Policy, We will cover death or permanent disablement arising out of Bodily Injury suffered by You in a Journey whilst You are taking part in the capacity as an amateur in hot-air ballooning, scuba diving to a depth not greater than 30 meters below sea-level, recreational alpine skiing or snowboarding, tobogganing or sledding, water skiing, wakesurfing, wakeboarding, rafting, sailing, windsurfing, bungee jumping, horse riding, trekking or hiking at an altitude of below 5,000 meters above sea-level, parasailing, banana boat trip, canoeing, kayaking, sea kayaking, underwater strolling, sand boarding, safari adventures, or zipline adventure activities.

The maximum amount We will pay under this Extra Benefit is 50% of the maximum limit stated in the Summary of Benefits, subject to the percentage of the maximum indemnity stated above.

- Major Burns Benefits**

We will pay You the Benefits in accordance with the following table if You suffer from third degree burns as a result of Bodily Injury in a Journey covering the minimum percentage of the surface area of your body as specified below during the Period of Insurance.

Area of your body	% of surface area	% of the maximum indemnity as stated in the Summary of Benefits
Head	8%	100%
	5%	75%
	2%	50%
Other than Head	20%	100%
	15%	75%
	10%	50%

Any payment made under the Amateur Dangerous Sports and Activities Extension and/or the Major Burns Benefits shall be deducted from the amount payable under any other benefits of this Section in respect of the same Bodily Injury.

Special Condition for Section 1 (also applicable to Extra Benefits under Section 1)

Payment of any one of the Benefits will end this Section of the Policy in respect of the Insured Person for whom such payment has been made.

If You are over 65 years of age when You suffer Bodily Injury, the maximum We will pay is 25% of the percentage of maximum indemnity shown under this Section.

If You are below 18 years of age when You suffer Bodily Injury, the maximum amount We will pay under this Section is

- HK\$150,000 per Insured Person, and
 - HK\$450,000 for all of Insured Persons,
- subject to the percentage of the maximum indemnity stated above.

SECTION 2 - MEDICAL EXPENSES

2.1 Medical Expenses

We will pay expenses itemised below if You suffer Bodily Injury or Sickness during the Journey:

- emergency dental treatment (as a result of Bodily Injury only), medical and surgical expenses charged by a Legally Registered Medical Practitioner or Hospital charge (including the cost of ambulance service), all of which being necessarily and reasonably incurred elsewhere than in Hong Kong.
- related medical expenses incurred for the continuation of medical treatments received in a) above after returning to Hong Kong of up to HK\$100,000 for a maximum period of 90 days, including Chinese medicine practitioners' fees up to HK\$150 per visit per day and up to HK\$1,500 in total for each Journey provided they are supported by receipts from a Chinese medicine practitioner (other than You or your Immediate Family Members) who is registered under the Chinese

Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) of Hong Kong.

- c) reasonable and additional transport expenses which You have to pay to get back to Hong Kong if it is necessary and unavoidable for You to stay beyond the intended return date and You cannot use your original return ticket.

2.2 Hospital Cash

We will pay HK\$500 for each full day if You are admitted to a Hospital overseas as an in-patient due to Bodily Injury or Sickness sustained during a Journey.

Extra Benefits under Section 2

1. Amateur Dangerous Sports and Activities Extension (Only applicable to You if You are 65 years of age or below when You suffer Bodily Injury or Sickness)

Notwithstanding General Exclusion 2(b) of the Policy, We will pay the necessary medical expenses incurred if You suffer from Bodily Injury or Sickness (which is indemnified under this Section) whilst You are taking part in the capacity of an amateur in hot-air ballooning, scuba diving to a depth not greater than 30 meters below sea-level, recreational alpine skiing or snowboarding, tobogganing or sledding, water skiing, wakesurfing, wakeboarding, rafting, sailing, windsurfing, bungee jumping, horse riding, trekking or hiking at an altitude of below 5,000 meters above sea-level, parasailing, banana boat trip, canoeing, kayaking, sea kayaking, underwater strolling, sand boarding, safari adventures, or zipline adventure activities.

The maximum amount We will pay under this Extra Benefit is 50% of the maximum limit stated in the Summary of Benefits.

2. Extension of period of Journey

The cover under this Policy will be automatically extended for a maximum of 30 days if the Journey is unavoidably delayed in the event of your Bodily Injury or Sickness covered under this Section which arise after the insured Journey has begun.

Special Condition for Section 2 (also applicable to Extra Benefits under Section 2)

If You are over 65 years of age when You suffer Bodily Injury or Sickness (which is indemnified under this Section), the maximum We will pay is 25% of the maximum indemnity payable under this Section.

If You are below 18 years of age when You suffer Bodily Injury, the maximum amount We will pay under this Section is limited to HK\$450,000 for all of Insured Persons.

Special Condition for Section 2.1(a) and (b)

The payment of charges from chiropractors, physiotherapists, occupational therapists, acupuncturists (other than Chinese medicine practitioners in 2.1(b)) and the like is subject to the availability of a referral letter or similar certification from a Legally Registered Medical Practitioner.

SECTION 3 - TRIP CANCELLATION AND CURTAILMENT

3.1 Trip Cancellation

We will cover unused Travel and Accommodation Deposits You have paid or payments for which You are legally obliged to pay and which are not recoverable from any other source if your Journey is unavoidably cancelled within 30 days prior to its commencement due to any of the following reasons:

- death, Serious Bodily Injury or Serious Sickness of You, your Immediate Family Members, fiancé (fiancée), Close Business Partner or Travel Companion;
- jury service, witness summons or compulsory quarantine of You;
- your home in Hong Kong becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslide which requires your continued presence;
- delay in departure from Hong Kong for a period of not less than 24 hours from the date and time of departure specified by the carrier caused by:- (i) strike or industrial action; (ii) riot; (iii) mechanical

and/or electrical breakdown of Public Transport conveyance You have booked to travel; (iv) adverse weather conditions; (v) natural disaster directly resulting in Suspension of Public Transport; or (vi) closure of the airport.

3.2 Trip Curtailment

We will cover unused Travel and Accommodation Deposits You have paid or payments for which You are legally obliged to pay and which are not recoverable from any other source if your Journey is unavoidably abandoned after the trip has begun and You return to Hong Kong before the scheduled return date due to any of the following reasons:

- death, Serious Bodily Injury or Serious Sickness of You, your Immediate Family Members, fiancé (fiancée), Close Business Partner or Travel Companion;
- jury service, witness summons or compulsory quarantine of You;
- your home in Hong Kong becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslide which requires your continued presence;
- strike or industrial action;
- riot;
- adverse weather conditions;
- natural disaster directly resulting in Suspension of Public Transport; or
- closure of the airport.

3.3 Replacement Employee (Only applicable if You are either an incorporated or unincorporated company)

Subject to the certification of a Legally Registered Medical Practitioner, if the Insured Person is required to be repatriated to Hong Kong as a result of any valid claim under Section 2 of this Policy during a Journey, We will pay up to the equivalent of the cost of an economy class air ticket to send a replacement employee to the place of employment the Insured Person was originally located. The replacement employee must leave for the said place of employment within 14 days after the decision to repatriate Insured Person.

Extra Benefits under Section 3

1. Black Alert / Red Alert under Outbound Travel Alert system

We will cover unused Travel and Accommodation Deposits You have paid or payments for which You are legally obliged to pay and which are not recoverable from any other source if the insured Journey is unavoidably

- cancelled within 7 days prior to its commencement or
- abandoned to return to Hong Kong before the scheduled return date once the trip has begun

due to the raising of a Black Alert or Red Alert against any of the planned destinations of the insured Journey by the Hong Kong Government under the Outbound Travel Alert system.

For the purpose of clarity, We will reimburse You the administration charge billed by a travel agent for the purpose of cancelling the insured Journey in response to the Black Alert or Red Alert up to HK\$300 per Insured Person.

If the insured Journey is to be abandoned directly due to the raising of a Black Alert or Red Alert and You have to leave the city You are staying at the time to another city for the sole purpose of returning to Hong Kong, We will pay for the additional transport expenses necessarily and reasonably incurred from the time You leave the originating city until You arrive at the immigration counter in Hong Kong.

If it is necessary for You to stay overnight in such other city waiting for the necessary Public Transport conveyance to return to Hong Kong, We will pay You a cash allowance of HK\$1,000 per Insured Person which is inclusive in the maximum indemnity of this Section irrespective of the number of days of such stay.

The maximum We will pay under this Extra Benefit is

- if the Black Alert is hoisted, 100% of the relevant loss and up to the maximum limit stated in the Summary of Benefits; or
- if the Red Alert is hoisted, 50% of the relevant loss and up to 50% of the maximum limit stated in the Summary of Benefits.

You can only claim either for Black Alert or Red Alert, but not for both, in respect of any losses arising from the same cause.

No benefit will be payable if the Black Alert or Red Alert has been hoisted or announced to the planned destinations at the date of arranging the Journey.

Special Condition for Section 3.1 and 3.2 (also applicable to Extra Benefits under Section 3)

When You arrange for any Journey, You must not be aware of any reason for the trip to be cancelled or curtailed or else the cover under this Section will be void for the Journey.

You can only claim under either Section 3 or Section 4, but not under both, in respect of any losses arising from the same cause.

SECTION 4 - TRAVEL DELAY AND TRIP REARRANGEMENT

4.1 Travel Delay

We will pay HK\$250 for each period of 6 hours of delay up to the limit shown in the Summary of Benefits due to any of the following reasons:

- a) if the departure or arrival of the Public Transport conveyance in which You have arranged to travel is delayed by at least 6 hours from the time specified by the carrier due to:- (i) its mechanical and/or electrical breakdown; (ii) strike or industrial action; (iii) riot; (iv) hijack; (v) adverse weather conditions; (vi) natural disaster directly resulting in Suspension of Public Transport; or (vii) closure of the airport.
- b) if the Journey is delayed because of death, Serious Bodily Injury or Serious Sickness of You or Travel Companion.

The maximum amount We will pay is HK\$500 if the original departure and arrival ports/airports of the Public Transport conveyance that You have arranged are in/from mainland China.

4.2 Trip Rearrangement

We will cover (a) the unused Travel and Accommodation Deposits You have paid or payments for which You are legally obliged to pay, or (b) the additional transport and/or accommodation expenses necessarily and reasonably incurred elsewhere than in Hong Kong, and which are not recoverable from any other source in reaching your planned destination or for your return trip to Hong Kong if your trip is unavoidably re-routed as a direct result of (i) strike or industrial action; (ii) riot; (iii) hijack; (iv) adverse weather conditions; (v) natural disaster directly resulting in Suspension of Public Transport; or (vi) closure of the airport.

The maximum amount We will pay for additional accommodation expenses is HK\$1,000 per day. For the avoidance of doubt, We will only pay for the additional transport expenses up to the same level as your original travelling class in the insured Journey.

4.3 Loss of Passport

We will pay for the reasonable and additional travel and accommodation expenses necessarily incurred by You for the purpose of replacing a new passport in the event of a loss or theft of your passport while You are abroad during the Journey. The maximum amount We will pay for accommodation expenses is HK\$1,000 per day. For the avoidance of doubt, We will only pay for the additional transport expenses up to the same level as your original travelling class in the Journey.

4.4 Hijack

In the event of a Hijack of the aircraft in which You are travelling, We will pay a benefit of HK\$500 for each day or part of a day that You are prevented from reaching your scheduled destination.

Extra Benefits under Section 4

1. Extension of period of Journey

The cover under this Policy will be automatically extended for a maximum of 14 days in the event of the delays covered under this Section which arise after the insured Journey has begun.

Special Condition for Section 4.1

You must check-in in accordance with the original itinerary and obtain written confirmation from the carrier or their handling agents stating the reason and length of delay or else your right of claim may be prejudiced.

Special Condition for Section 4.1a)

The period of delay will be calculated from either:

- i) the original scheduled departure time of the Public Transport conveyance supplied by the carrier to You until the actual departure time of 1) the same conveyance, or 2) the first available alternative conveyance provided by the same carrier; or
- ii) the original scheduled arrival time of the Public Transport conveyance supplied by the carrier to You until the actual arrival time of 1) the same conveyance, or 2) the first available alternative conveyance provided by the same carrier.

You can only claim for either departure or arrival delay of the same Public Transport conveyance but not for both.

If You have consecutive connecting flights and/or other conveyances during the same trip, each period of travel delay cannot be accumulated for more than one conveyance. You can only claim for travel delay arising from any one of such conveyances during the same trip.

Special Condition for Section 4 (also applicable to Extra Benefits under Section 4)

You can only claim under either Section 4.1 or Section 4.2, but not under both, in respect of any losses arising from the same cause.

You can only claim under either Section 3 or Section 4, but not under both, in respect of any losses arising from the same cause.

SECTION 5 - BAGGAGE AND PERSONAL MONEY

5.1 Loss of Baggage

We will pay for accidental loss of or damage to personal baggage owned by You during a Journey, other than documents and samples. At our option, We will pay the cost of repair of the article(s) or reinstatement or replacement of the article(s) as new provided that the article(s) is not more than 1 year old at the time of the accident. For clothing items, We will deduct an amount for wear and tear.

The maximum amount We will pay for:-

- a) any single article, pair or set of articles is HK\$3,000.
- b) all of your sports equipment is HK\$5,000 in total.
- c) all of your Valuables is HK\$5,000 in total.
- d) all of your cameras, camcorders (including their accessories/ancillary equipment) and audio/video equipment is HK\$5,000 in total.
- e) any mobile phone (including any accessories attached to it at the time of loss) is HK\$2,000. We will pay only one mobile phone per Insured Person per Period of Insurance. Provided that no mobile phone benefit is payable for Silver Plan or if the Insured Person(s) is(are) below 18 years of age.

5.2 Delayed Baggage

If your check-in baggage is temporarily lost in transit on the outward Journey and not restored to You within 8 hours, We will reimburse the actual expenses on emergency purchase of essential clothing or toiletries during any one Journey up to the maximum amount shown in the Summary of Benefits. You must obtain written confirmation from the carrier of the number of hours delayed.

5.3 Loss of Business Documents or Samples

We will indemnify You against the cost of replacing or restoring business records, documents or samples as a result of accidental loss or damage during a Journey, subject to a sub-limit of HK\$1,000 per article.

5.4 Personal Money and Personal Documents

We will cover the loss of your cash or traveller's cheques owned and carried by You for social and domestic purposes directly arising from theft, robbery or burglary during a Journey.

We will also pay for the cost of replacing your Hong Kong Identity Card, credit cards, driving licence, travel tickets, hotel vouchers or passport following accidental loss during a Journey.

Cover will be extended in respect of theft or burglary of traveller's cheques and foreign currency purchased (for social and domestic purposes) in respect of the Journey for up to 72 hours before the planned departure time in Hong Kong.

SECTION 6 - PERSONAL LIABILITY

We will pay for all sums which You become legally liable to pay as compensation for accidents which happen during a Journey and which result in

- 1) death or bodily injury of any person.
- 2) loss of or damage to property.

The maximum amount payable under this Section in respect of

- a) each Insured Person aged 18 or above, or
- b) all Insured Persons aged below 18 at the time of an accident

for any one occurrence or series of occurrences consequent upon one source or an original cause and in the aggregate during the Journey is the maximum indemnity as stated in the Summary of Benefits which is inclusive of any legal costs and expenses awarded against or incurred by You with our written permission.

Special Condition for Section 6

In the case of any accident We may at any time pay to You or your legal representative the maximum indemnity as stated in the Summary of Benefits or any lesser sum(s) for which the claim(s) arising from such accident can be settled (but deducting therefrom any compensation(s) already paid in respect of 1) or 2) above) and We shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of such payment.

SECTION 7 - RENTAL VEHICLE EXCESS

If You rent or hire a rental vehicle, or a campervan

- a) from a licensed rental agency, and
- b) the vehicle rental agreement includes an excess (or deductible) which makes You liable for the loss of or damage to the vehicle,

We will reimburse You up to the maximum indemnity as stated in the Summary of Benefits per Journey regardless of the number of Insured Persons under this Policy if You become liable to pay this amount under the vehicle rental agreement provided that

- a) it is as a result of accidental loss or damage to the vehicle caused by collision or theft while it is in your control, and
- b) You have complied with all requirements of the rental agreement, and
- c) You were at the time of the accident duly licensed to drive the vehicle and were not taking part in or practising for speed or time trials of any kind.

EXCLUSIONS

General Exclusions (applicable to all Sections)

This Policy does not cover any injury, sickness, death, loss, damage, expense or liability directly or indirectly arising out of, attributed to or in connection with:-

1. circumstances or medical conditions giving rise to a claim under this Policy known to have existed at the time of application for this insurance or at the date of arranging the Journey.
2. You engaging in
 - a) any sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport;
 - b) any organized sports, any kind of race, motor rallies and competition, mountaineering or rock-climbing (necessitating the use of ropes or pitons), iceberg climbing, potholing, speed or endurance tests, marathon or any tour with bicycle riding as the main transportation during the insured journey, parachuting, skydiving, hang-gliding, trekking or hiking at an altitude of over 5,000 meters above sea-level, scuba diving to a depth greater than 30 meters below sea-level, water motorcycling/jet-skiing, jet-boating, speed-boating, dune driving, snow motorcycling, ski-jumping, ice hockey, the use of bob-sleighs or skeletons, the use of firearms, or other hazardous pursuits or occupations.

3. business travel involving assignments of a dangerous nature or where your occupation is of a manual nature.
4. suicide, intentional self-inflicted injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or when You are under the influence of intoxicating liquor, drug addiction or solvent abuse.
5. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused.
6. air travel other than when You are travelling as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft.
7. your engagement as an air flight crew, truck driver, courier staff, tourist guide or escort.
8. wilful, malicious, criminal or unlawful acts committed by You or any person acting on behalf of You.
9. consequential loss of any kind.
10. any payment You would normally have made during your travels, if nothing had gone wrong.
11. any claim if You are over 75 years of age when You suffer Bodily Injury, Sickness, or incur the loss, damage or liability.
12. any claim whether made by You or anyone acting on your behalf knowing the claim to be dishonest or exaggerated in any way. If there is any misrepresentation or omission to inform Us of any material information at the time of applying for this insurance or at the time of making a claim, whether it is intentional or not, We shall not be liable under the Policy.
13. delay, confiscation, detention, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or Customs or local authority.
14. pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

The insurance by this Policy excludes bodily injury, death, disability, loss, damage, liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

15. War and Terrorism Exclusion
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b) any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.
16. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when

such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

17. Political Risks Exclusion

- (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
- (b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person,

provided that the Company is not relieved of any liability to You in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.

- (c) the destruction of property by order of any public authority.

18. Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1. Cyber Loss;

- 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6. Cyber Incident means:

- 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

- 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. Computer System means:

- 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

19. Date Recognition Exclusion

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;
- (b) media or systems used in connection with any of the foregoing;

whether your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time;

- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

This general exclusion does not apply in respect of the following sections, if provided by this Policy

- (a) Section 1 - Personal Accident,
(b) Section 2 - Medical Expenses,
(c) Section 6 - Personal Liability.

Sanction Limitation and Exclusion Clause

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

If the Company alleges that by reason of these General Exclusions, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

Exclusions (applicable to specific Sections)

(A160) COVID-19/ Pandemics Exclusion (Applicable to Personal Accident Section only)

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived – :

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
(b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

(P226) Communicable Disease Exclusion (Applicable to Baggage and Personal Money Section only)

1. Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

- 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

- 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

- 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms, conditions and exclusions of the policy remain the same.

(P227) General Exclusion for Cleaning Cost – Communicable Disease (Applicable to Baggage and Personal Money Section only)

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property directly or indirectly caused by, resulting from or in connection

with any action taken in controlling, preventing, suppressing or in any way relating to any communicable diseases.

(L132) Communicable Disease Exclusion (Applicable to Personal Liability Section only)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Exclusions to Sections 1, 2 and 3

We do not cover:-

1. any claim if You are travelling against the advice of a Legally Registered Medical Practitioner or for the purpose of obtaining medical treatment.
2. death or Bodily Injury or Sickness sustained by You caused by or arising from any medical, physical or mental condition which is pre-existing at the time of the application of this insurance or at the date of arranging the Journey including any recurring, chronic or continuing illness or condition which You are aware of or have already received treatment.
A condition is deemed to be pre-existing at the time of the application of this insurance or at the date of arranging the Journey if
 - a) treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of the Policy or the arrangement of the Journey, or
 - b) You or if You are below 18 years of age, your parent knew or ought to have known prior to the commencement of the Policy or the arrangement of the Journey whether or not treatment or medication or advice or diagnosis was sought or received.
3. any claim arising from venereal disease, pregnancy, childbirth, miscarriage or self-exposure to exceptional risk.
4. the cost of any elective or non-emergency treatment not directly related to the Sickness or Bodily Injury which necessitated your admittance into Hospital.
5. any claim if You are under treatment not recommended by or undertaken by a Legally Registered Medical Practitioner.
6. any cost related to treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.
7. surgery or medical treatment when in the opinion of the Legally Registered Medical Practitioner treating the Insured Person, the treatment is not urgent and medically necessary during the Journey, and can be reasonably delayed until the Insured Person returns to Hong Kong.
8. any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis.
9. any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches.
10. dentures, crowns or bridges.
11. any additional cost of single or private or semi-private room accommodation at a Hospital or charges in respect of special or private nursing.

Exclusions to Sections 3 and 4

We do not cover any claim directly or indirectly caused by or resulting from:-

1. strike or industrial action, riot, adverse weather conditions or natural disaster which has commenced or has been announced before the date of applying for this insurance or arranging the Journey.
2. the failure of You to
 - a) check in for departure by the time specified by the carrier (except as reasons specifically provided in Sections 3 & 4);
 - b) act upon the express instructions of the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary;
 - c) notify the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary of the need to cancel or abandon the travel arrangement immediately it is found necessary to do so;
 - d) report within 24 hours of discovery to or obtain a report from local police in respect of loss of passport.
3. bankruptcy, liquidation, error, omission or default of any travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary.
4. overbooking of air or land transport carriers, scheduling/re-scheduling of their crew members.
5. for the sole purpose of Section 4.4, any claim in respect of Hijack if
 - a) the intended destination of the flight is a country in a state of war,
 - b) the flight is flying over an area which is in a state of war, or
 - c) the flight is hijacked to a country in a state of war irrespective of the original intended destination.

We do not cover:-

6. any claim if You fail to obtain or provide i) a written medical report from the Legally Registered Medical Practitioner or ii) a written confirmation of cancellation of booked items from the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary.

Exclusions to Section 5

We do not cover:-

1. any theft loss of items while being left unattended in public places.
2. any loss not reported within 24 hours of discovery to or You have failed to obtain a report from local police, airline or other carrier who had custody of the baggage and/or may be responsible for the loss.
3. loss of or damage to Valuables, cameras or camcorders (including their accessories/ancillary equipment), audio/video equipment, laptop, or money from an unattended vehicle or in transit not accompanied by You and outside your control.
4. household goods and anything shipped as freight.
5. loss of or damage to items used in connection with your employment or occupation except portable computer, portable office equipment and camera.
6. loss of or damage to any pager, mobile phone (except for the benefit specifically provided under Section 5.1.e), tablet computer or portable telecommunication equipment or any of its accessories including sim card or digital storage card and the like.
7. loss of or damage to any aerial device and their accessories and spare parts including aerial photography equipment.
8. loss of or damage to contact lenses, dentures, prostheses, bonds, negotiable instruments or securities, food or drinks, medicine, or tobacco.
9. breakage of sports equipment while in use.
10. damage to any brittle or fragile items.
11. loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, denting, scratching, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship.
12. loss resulting from unexplained disappearance, or shortage due to error or omission or depreciation in value.
13. any fines or penalties incurred by You due to non-replacement or late replacement of the lost personal documents.
14. any loss related to stored-value devices or digital money or other instruments of payment of any kind, including but not limited to credit value of credit card, Octopus Card, any stored-value card, other prepaid electronic ticket and digital wallet.
15. any loss of money not belonging to but being carried by the Insured Person.

16. any loss of money being left behind or unattended in a Public Transport or vehicle of any other kind or in public places.
17. any loss of money which is not carried by Insured Person at the time of loss.

Exclusions to Section 6

We do not cover:-

1. any liability arising from personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
2. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
3. fines, penalties, punitive or exemplary damages.
4. any liability arising from or in connection with
 - a) death or bodily injury of your family member or your employee;
 - b) loss of or damage to property which belongs to or in the custody or control of You or your family member or your employee;
 - c) your employment, trade, business or profession;
 - d) the ownership or occupation of any land or buildings other than temporary holiday accommodation;
 - e) the ownership, possession or use of animals, firearms, mechanically propelled vehicles, vessels or aircraft of any description;
 - f) the ownership, possession or use of any aerial device and their accessories and spare parts including aerial photography equipment.
5. any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
6. any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via your own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
7. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a) asbestos, or
 - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

Exclusions to Section 7

We do not cover:-

1. any loss sustained while You are under the influence of alcohol or drugs at the time when You are controlling of a rental vehicle during the rental period.
2. any illegal or unlawful use of the rental vehicle by You during the rental period.
3. any incident in which You are not holding a valid driving license of that country.
4. any claim if You fail to provide the rental agreement You have entered or the receipt issued for excesses or deductibles incurred.
5. any charges for the loss of use of the rental vehicle or similar kind of charges imposed by the rental company including but not limited to non operation charge (NOC).
6. any rental vehicle which is belonging to all kinds of commercial vehicles, motorcycles or any vehicle with 9 seats or above.

GENERAL CONDITIONS

1. Child Cover

Child(ren) under the age of 12 must be accompanied by a parent or a guardian in the Journey.

2. Health Warranty

You warrant that all of the Insured Persons upon which this insurance is issued are in good health. If not, You are required to tell Us.

3. Precautions

You must take all reasonable steps to prevent loss, damage or accident and recover any missing property.

4. Notification of Claim

You must give written notice to Us of any event giving rise or likely to give rise to a claim under this Policy as soon as possible and in any case within 30 days of the happening of such an event. You must also tell Us if You know of any writ, summons or prosecution against You and immediately send Us every letter or document which relates to a claim.

5. Conduct of the Claim

You or any person acting for You, must not negotiate any claim or admit or deny liability without our written permission.

All certificates, information and evidence including police reports, receipts or medical reports which We may require will be supplied at your expense or at the expense of your legal representative. You must produce the damaged article at our request and supply proof as to the existence, ownership and cost of articles lost or stolen in the event of a claim.

If the claim is made in respect of Bodily Injury or Sickness, We may request for a medical examination at our expense. We may also request for a post-mortem examination in the event of a fatal claim at our expense.

6. Subrogation

We shall be entitled to take over and conduct the defence or settlement of any third party claim at our discretion. We shall also be entitled to use your name to enforce recovery against anyone else whether before or after payment of the claim.

7. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise.

8. Governing Law

The Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

9. Other Insurance (Not applicable to Section 1 - Personal Accident)

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance.

10. Cancellation

You may cancel the Policy by giving Us written notification, in which case You shall be entitled to a refund of the unused part of premium paid in respect of the unexpired Period of Insurance calculated as per the refund premium table below provided no claim has occurred and made during the current Period of Insurance.

<u>Period of Insurance</u>	<u>Refund Premium</u>
<u>already covered</u>	
up to 1 month	60% of premium paid by You
up to 2 months	50% of premium paid by You
up to 3 months	30% of premium paid by You
up to 4 months	10% of premium paid by You
Over 4 months	No Refund

We may cancel the Policy by giving 7 days' notice by registered letter to your last known address. A proportionate part of the premium may then be returned to You.

11. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

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

12. Exclusion of Rights under Contracts (Rights 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.

Appendix : Travel Worldwide Assistance Services Terms and Conditions

Travel Worldwide Assistance Services are arranged through the Service Provider by MSIG Insurance (Hong Kong) Limited to assist the Member in an emergency during his/her journey.

SECTION 1 - DEFINITIONS

The Company :

Shall mean MSIG Insurance (Hong Kong) Limited.

Assistance Event :

Shall mean any event or occurrence with respect to the Member who is entitled to receive Assistance pursuant to these terms and conditions, occurring within the Territorial Limits set in Section 2 Item 2.2 and subject to Exclusions listed in Section 6.

Bodily Injury :

Shall mean any Bodily Injury caused solely and directly by accidental external violent and visible means occurring during the period of insurance covered by the Travel Policy of the Company.

Dollar :

Shall mean the lawful currency of Hong Kong.

Emergency :

Shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

Illness :

Shall mean any unforeseen sickness, illness or disease first manifested during the period of insurance covered by the Travel Policy of the Company.

Country of Residence :

Shall mean Hong Kong unless otherwise specified in the Proposal Form of the Travel Policy.

The Member :

Shall mean any person duly covered by the Travel Policy of the Company.

Close Relative :

Shall mean the Member's spouse, parent(s), his/her child(ren), brother(s) or sister(s) excluding parent(s)-in-law, brother(s) / sister(s)-in-law.

The Service Provider :

Shall mean the provider for emergency assistance services appointed by the Company.

Serious Medical Condition :

Shall mean a condition which in the opinion of the Service Provider constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Member's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

SECTION 2 - DURATION OF COVER AND LIMITATIONS

2.1 DURATION OF COVER

The benefits mentioned in Section 3 are granted during the period of insurance of the Travel Policy.

2.2 TERRITORIAL LIMITS

Except for benefit mentioned under Section 3.11, the benefits mentioned in Section 3 apply worldwide outside Country of Residence.

2.3 LIMITATION PERIOD

Every assistance case in respect of a covered event shall be absolutely barred unless commenced within two years from the date of occurrence of such event.

SECTION 3 - EMERGENCY ASSISTANCE SERVICE AND BENEFITS

3.1 MEDICAL ATTENTION TELEPHONE MEDICAL ADVICE, EVALUATION AND REFERRAL APPOINTMENT

When medical advice is needed, the Member may telephone the Service Provider's Alarm Centre for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Member shall be referred to another physician or to a medical specialist for personal assessment and the Service Provider will assist the Member in making the medical appointment, if available locally.

3.2 MEDICAL EVACUATION

Should the Member suffers from Bodily Injury or sudden Illness and in a Serious Medical Condition, the Service Provider will, on behalf of the Company, arrange and pay for :

- The transfer of the Member into one of the nearest hospitals and,
- If necessary, on medical grounds
- i) The transfer of the Member with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Sudden Illness, or
- ii) The direct repatriation, including road ambulance transfers to and from the airports, of the Member with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his/her permanent residence, if his/her medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.

The Service Provider retains the absolute right to decide the place to which the Member shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Service Provider is aware at the relevant time.

3.3 REPATRIATION AFTER TREATMENT

Following the Medical Evacuation in Section 3.2 above and if medically necessary, the Service Provider will, on behalf of the Company, arrange and pay for the repatriation of the Member to his/her Country of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if his/her original ticket is not valid for the purpose, provided that the Member shall surrender any unused portion of his/her ticket to the Company.

The maximum amount payable under Section 3.2 and 3.3 is HK\$2,000,000.

3.4 REPATRIATION OF MORTAL REMAINS/ASHES

Upon the death of the Member caused by Bodily Injury or sudden Illness, the Service Provider will, on behalf of the Company, make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay up to HK\$50,000 for (i) the repatriation of the Member's body or ashes to the Member's place of burial in the Member's place of Permanent Residence, or (ii) at the request of the Member's heirs or representative, the local burial of the Member, provided that the Company's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit.

3.5 COMPASSIONATE VISIT

In the event of the Member suffering from Bodily Injury or sudden Illness resulting in hospital confinement outside his/her Country of Residence for more than 5(five) consecutive days, the Service Provider will, on behalf of the Company, arrange and pay for the cost of a Return Scheduled Airline (on economy fare basis) for a relative or designated person of the Member to travel from the Member's Country of Residence to the Member's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum period of 5 (five) consecutive days, but excluding the cost of drinks, meals and other room services.

3.6 RETURN OF UNATTENDED DEPENDENT CHILD(REN) TO COUNTRY OF RESIDENCE

If any of the Member's travelling dependent child(ren) under 16 years of age is left unattended by reason of the Member's Bodily Injury or sudden Illness resulting in hospital confinement outside his/her Country of Residence, the Service Provider will, on behalf of the Company, organise and pay for the cost of a scheduled airline ticket (on economy fare basis), for such child(ren) to return to his/her home in the Member's Country of Residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Member shall surrender any unused portion of the return ticket to the Company.

If necessary, the Service Provider will, on behalf of the Company, hire and pay for a qualified attendant to accompany any such dependent child(ren) for return journey.

3.7 DEPOSIT GUARANTEE OF HOSPITAL ADMISSION

In the event of the Member suffering from Bodily Injury or sudden Illness resulting in hospital confinement, the Service Provider will, on behalf of

the Company, guarantee or provide hospital admission deposit up to HK\$40,000, provided that such confinement is duly approved by both the attending physician and the Service Provider's Alarm Centre doctor and the Member is without means of payment of the required hospital admission deposit.

The Member shall reimburse the Company the Hospital Admission Deposit unless the medical expenses are covered by the Travel Policy.

3.8 HOTEL ROOM ACCOMMODATION FOR CONVALESCENCE

In the event of the Member suffering from Bodily Injury or sudden Illness resulting in hospital confinement, the Service Provider will, on behalf of the Company, arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum of 5(five) consecutive days, incurred by the Member for the sole purpose of convalescence immediately following his/her discharge from the hospital, and if deemed medically necessary by both attending physician and the Service Provider's Alarm Centre doctor.

3.9 HOSPITAL INTERPRETER SERVICES (Apply to Annual Policy Only)

In the event of the Member suffering from Bodily Injury or sudden Illness resulting in hospital confinement, the Member can call the Service Provider for the arrangement of hospital interpreter service. The Service Provider will, on behalf of the Company, arrange and pay for the cost necessarily and reasonably incurred for the hospital interpreter service up to HK\$800 per day and HK\$4,000 per event, provided that such arrangement is duly approved by the Company. The duration for the interpreter to be present at hospital should not exceed 3 hours per day (mainly for doctor consultation hours)

3.10 UNEXPECTED RETURN TO THE COUNTRY OF RESIDENCE

In the event of the death of the Member's Close Relative in his/her Country of Residence while the Member is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his/her Country of Residence, the Service Provider will, on behalf of the Company, arrange and pay for the cost of a scheduled return airline ticket (economy class) for the return of the Member.

3.11 TRAVEL INFORMATION

The Member may contact the Service Provider to obtain the following information and services before starting or during his/her journey.

- Update Immunisations and vaccinations requirement and needs
- Weather information worldwide
- Airport taxes
- Customs requirements
- Passport and visa requirements
- Consulate and embassies addresses and contact numbers
- Exchange rates
- Banking days
- Arrangement of interpreter services
- Arrangement of children escort
- Transmission of urgent messages in case of Emergency

3.12 LUGGAGE RETRIEVAL

In the event of loss or misrouting of the Member's luggage by a common carrier, the Service Provider will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organise the dispatch of such luggage, if recovered, to such place as the Member may direct.

The cost of delivering the delayed luggage shall be borne by the Member.

3.13 EMERGENCY REROUTING ARRANGEMENTS

The Service Provider will assist the Member in reorganizing his/her flight schedule should an emergency oblige him/her to alter his/her original plan.

3.14 ADMINISTRATION ASSISTANCE

In case of loss or theft of essential documents or personal identification documents (e.g. passport, entry visa, etc.), the Service Provider will provide the Member with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.

3.15 LEGAL ASSISTANCE

The Service Provider will provide worldwide referral of lawyers and solicitors firms in case the Member is involved in a civil litigation.

SECTION 4 - GENERAL OBLIGATIONS /PROCEDURES

4.1 REQUEST FOR ASSISTANCE

In case of an Emergency, and prior to taking personal action where reasonable, the Member or his/her representative shall call the Service Provider's Alarm Centre whose contact number is listed below :

HONG KONG : (852) 3122 6899

and should be stated :

- His/Her name, the certificate number, name of the insurance company and his/her I.D. Card or passport number, and
 - The name of the place and the telephone number where the Service Provider can reach the Member or his/her representative, and
 - A brief description of the accident and the nature of help required.
- The cost of long distance calls shall be borne by the Member.

4.2 FAILURE TO NOTIFY THE SERVICE PROVIDER

- In a life threatening situation, the Member or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then call the Service Provider's Alarm Centre to provide the appropriate information as soon as possible.
- In the event of Bodily Injury or sudden Illness resulting in the hospitalization of the Member prior to notify the Service Provider, the Member or his/her representative, where possible, shall contact the Service Provider within three days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, The Company may hold the Member responsible.

In the event of repatriation, in order to facilitate prompt response :

The Member or his/her representative shall provide :

- i) The name, address and telephone number of the hospital or other medical facility where the Member has been taken, and,
- ii) The name, address and phone number of the attending physician and, if necessary, the Member's family doctor.

The Service Provider's medical team or other representatives shall have free access to the Member in order to assess the Member's condition. Without reasonable justification for denial of such an access, the Member will not be eligible for further medical assistance.

On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation.

In the event of repatriation of the Member by the Service Provider, the Member shall deliver the unused portion of his ticket, or the value thereof, to the Company to offset the cost of such repatriation.

The Member or any party will not be entitled to be reimbursed any expenses without obtaining a prior approval from the Company.

SECTION 5 - OBLIGATIONS OF THE MEMBER

5.1 MITIGATION

The Member shall be obliged to use reasonable efforts to mitigate the effects of an emergency.

5.2 COOPERATION WITH THE SERVICE PROVIDER

The Member shall cooperate with the Service Provider to enable the Service Provider to get all documents and receipts from the relevant sources and assisting the Service Provider at his/her expenses in complying with necessary formalities.

5.3 LIMITATION ON CLAIMS

Any claim with respect to an assistance event or the right to any legal action or claim shall be forfeited unless such claim is filed within two years of the occurrence of such event.

5.4 SUBROGATION

In the event that the Company makes any payment in connection with the provision of assistance to the Member, the Company shall be subrogated to the rights of such Member to obtain payments from :

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

SECTION 6 - EXCLUSIONS

The provision of the benefits mentioned under Sections 3.2 to 3.10 is subject to General Exclusions and exclusions applicable to Sections 1, 2 and 3 of the Travel Policy. For details, please refer to the Policy itself.

SECTION 7 - JURISDICTION

The terms and conditions of Travel Worldwide Assistance Services are subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and are to be construed according to the laws of the Hong Kong Special Administrative Region.

DISCLAIMER :

The Service Provider and the professionals to whom the Members are referred by the Service Provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the Service Provider and these professionals such as, and not limited to, physicians, hospitals and clinics.



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

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

PRIVACY POLICY

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

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

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

Personal Information Collection Statement

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

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

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

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address



If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the General enquiry form - Opt-out from direct marketing activities on our website at msig.com.hk. In your notification, you must supply the same required information as listed below.

☐

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

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

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
- the police; and
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

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

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

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

附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

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

私隱政策

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

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

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

個人資料收集聲明

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

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

您的個人資料可被用於以下**強制性**之用途：

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

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 msig.com.hk 的一般查詢表格－拒絕直銷活動。



為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）。

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

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

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