

ZURICH INSURANCE COMPANY LTD

(a company incorporated in Switzerland)

GROUP TRAVEL

INSURANCE POLICY

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GROUP TRAVEL INSURANCE POLICY

Please read this policy carefully upon receipt and promptly request for any necessary amendments

In consideration of payment of premium, we hereby agree to insure all the *insured persons* of the Insured in the manner and to the extent provided in this policy, subject to the definitions, exclusions, policy conditions and to any memoranda endorsed hereon.

The *period of insurance* shall begin at 00:00 and end at 24:00, standard time, at the place where this policy was issued.

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PART 1 - DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help you identify these words in this policy, we have printed them in italics throughout.

Accident or Accidental

a sudden and unforeseen event that happens unexpectedly and causes injury to the *insured person* during an *insured journey*.

Aggregate Terrorism Limit

the maximum limit of indemnity for which we shall be liable under this policy for compensation of all losses arising out of any one (1) *terrorism*. However, in the event of a claim thereafter, the said limit shall be automatically reinstated.

Appointed Hospital

any hospital listed in the MediExpress China Medical Card Appointed Hospital List provided by us.

Basic Monthly Salary or Salary ("BMS")

the *insured person's* monthly basic earned income in the calendar month immediately before his/her injury which causes his/her disablement within the meaning of this policy, excluding bonuses, commission, overtime payments and any other allowances or perquisites.

China

The People's Republic of China, but excluding *Hong Kong* and Macau.

Chinese Medicine Practitioner

a Chinese medicine practitioner other than the *insured person* or an *immediate family member*, who is registered under the Chinese Medicine Ordinance in the Laws of Hong Kong.

Civil War

an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

Close Business Partner

a close business partner of the *insured person* proved as such to the satisfaction of us on the basis of business registration or corporate registration documentation, which is acceptable to us.

Compulsory Quarantine

the *insured person* is being confined in an isolated ward of a *hospital* or kept in an isolated site appointed by the government for at least one (1) full day and continuously stays in there until discharged from the quarantine.

Confined or Confinement

the *insured person* is registered as an in-patient in a *hospital* for a medical treatment for an injury or illness upon the recommendation of a *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital confinement* will be evidenced by a daily room and board charge by the *hospital*.

Conveyance

any vehicle, craft, aircraft carrying goods or passengers on land, in water, or at air.

Conveyance Limit

the maximum limit of indemnity for which we shall be liable under this policy for compensation of all losses arising out of any one (1) *conveyance*. However, in the event of a claim thereafter, the said limit shall be automatically reinstated.

Domestic Partner

an adult aged eighteen (18) or above who have chosen to live with the *insured person* in an intimate and committed relationship, and has resided with the *insured person* for at least three (3) years, intends to do so indefinitely and is able to provide such proof of residence. Domestic partner does not include roommates or any *immediate family member*.

Effective Date

means (i) the commencement date of this policy, or (ii) the date stated on the receipt issued by the travel agent or *public common carrier* for the confirmation of payment of travel ticket or tour, whichever is the later.

Follow-Up

the medical treatments directly caused by *injury* or *illness* suffered by the *insured person* for which the *insured person* has received treatment during the *insured journey*.

Fractured Leg or Patella with Established Non-Union

the complete breakage into two (2) pieces of the patella or leg bone. The fractured leg or patella does not mend properly and function normally and remains separate, and these conditions will last for the remainder of the *insured person's* life.

Hong Kong

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

Hospital

an establishment which meets all the following requirements:

- holds a licence as a hospital (if licensing is required in the state or governmental jurisdiction); and
- operates primarily for the admission, care and treatment of sick, ailing or injured persons as in-patients; and
- provides 24-hour a day nursing service by registered or graduated nurses; and
- has a staff of one or more licensed *medical practitioner* available at all times; and
- provides organized facilities for diagnosis and major surgical facilities; and
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.

Illness

sickness or disease of the *insured person* contracted and commenced during the *insured journey* and which results in a loss covered by this policy.

Immediate Family Member

the *insured person's* spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchild or legal guardian.

Infectious Disease

any kinds of infectious disease with human-to-human spread in a large cluster(s) of a local population and which is announced by the World Health Organization.

Injury

bodily injury sustained in an *accident* directly and independently of all other causes.

Insured Journey

the period of travel commences when the *insured person* departs from the *stationed location* immigration office/counter and shall continue until such time as when the *insured person* arrives at the *stationed location* immigration office/counter on a bona fide business trip, including any personal deviations during and/or immediately before/after such business trip. Unless specifically mentioned on the schedule to the contrary, any period of travel should not exceed the "Maximum Period of Travel" as stated on the *schedule*. In the event of no immigration counter situated in the *stationed location*, such trip shall be deemed to commence at the time when the *insured person* leaves the boundary of the *stationed location*; and shall be deemed to cease at the time of his/her arrival at the boundary of the *stationed location*.

For Section 1(a), Section 1(b), Section 5, Section 6 and Section 7, the *insured journey* shall commence and cease as follows:

- (i) The period of travel commences when the *insured person* is travelling directly from his/her place of residence or place of regular employment in the *stationed location* to the immigration office/counter within three (3) hours before his/her scheduled departure time of the *public common carrier* in which he/she is arranged to travel for the purpose of commencement of his/her *insured journey*, and
- (ii) when the *insured person* is travelling directly from the immigration office/counter in the *stationed location* to his/her place of residence or place of regular employment within three (3) hours after his/her scheduled arrival time of the public common carrier in which he/she has arranged to travel upon the completion of his/her *insured journey*; and provided that the place of residence and place of regular employment are in the same country.

Insured Person(s)

the people as specified on the schedule as "eligible persons" who is eligible for cover under this policy.

Itinerary

the detailed plan for a journey issued and confirmed by *public common carrier*, travel agency, tour operator or cruise company, together with the official receipt or confirmation, prior to the departure date of the *insured journey*.

Lap-top Computer

a lap-top, notebook or sub-notebook computer. Personal digital assistant (PDA), hand-held computer (HHC) and tablet PC of any kind are excluded from this category.

Loss of Hearing

permanent irrecoverable loss of hearing where:

- If a dB = Hearing loss at 500 Hertz
- If b dB = Hearing loss at 1,000 Hertz
- If c dB = Hearing loss at 2,000 Hertz
- If d dB = Hearing loss at 4,000 Hertz
- 1/6 (a+2b+2c+d) is above 80dB.

Loss of Sight

the entire and *permanent* irrecoverable loss of sight.

Loss of Speech

the disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

Loss of Use

permanent total functional disablement or complete and *permanent* physical separation at the limb or organ.

Medically Necessary Expenses

expenses incurred from the first day of sustaining an *injury* or *illness* during the *insured journey* which are paid by the *insured person* to a legally qualified *medical practitioner*, physiotherapist, nurse, *hospital* and/or ambulance service for medical, surgical, X-ray, *hospital* or nursing treatment including the cost of medical supplies and ambulance hire but excluding any expenses incurred under Section 2(b) - Emergency Medical Evacuation or Section 2(c) - Repatriation of Mortal Remains of Part 2 of this policy. All treatments must be prescribed by a *medical practitioner* in order for expenses to be reimbursed under this policy. In the event an *insured person* becomes entitled to a refund of all or part of such expenses from any other source, we will only be liable for the excess of the amount recoverable from such other sources.

Medical Practitioner

a person other than the *insured person* or *immediate family member*, qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

Mobile Phone

also called a cellular phone or cell phone, is a long-range, portable electronic device used for mobile communication that uses a network of specialized base stations known as cell sites; including but not limited to Smartphone, Personal Digital Assistance (PDA), or similar device with telecommunications function.

Occurrence Limit

the maximum limit of indemnity for which we shall be liable under this policy for compensation of all losses arising out of any one (1) *accident*. However, in the event of a claim thereafter, the said limit shall be automatically reinstated.

Period of insurance

the period of time as stated on the *schedule* during which this policy is effective and we have accepted *your* premium.

Permanent

lasting not less than twelve (12) consecutive months from the date of the *accident* and at the expiry of that period being beyond hope of improvement.

Public Common Carrier

any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.

Relevant Documents

documents include *schedule*, enrollment form, declaration, optional benefits, endorsements, attachments and amendments (regardless verbally or in written format).

Second Degree Burns

both the epidermis and the underlying dermis are damaged.

Schedule

the schedule attached to and incorporated in this policy.

Serious Physical Injury or Serious Illness

an injury or illness which requires treatment by a *medical practitioner* and results in the *insured person* or *travel companion* being certified by that *medical practitioner* as being unfit to travel (or continue) with the *insured person's* original *insured journey*. When serious bodily injury or serious illness is applied to the *immediate family member(s)* or *domestic partner* or *close business partner*, it shall mean injury or illness for which the *immediate family member* or *domestic partner* or *close business partner* requires treatment, and which is certified by *medical practitioner* as being dangerous to life and which results in the *insured person's* discontinuation or cancellation of his/her original *insured journey*.

Stationed Location

a country, province or city stated on the *schedule* where the *insured person* resides for a period in excess of one hundred-eighty (180) days within twelve (12) months period prior to the departure date of an *insured journey*. For *insured person* who is relocated to other country, province or city during the Period of Insurance, such relocation is subject to prior declaration and approval by us. Upon approval, coverage for the *insured person* should be immediate and regardless to the aforementioned requirement.

Terrorism

an act of terrorism refers to any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), carry out any act, preparation or threat of action which is intended to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation for political, religious, ideological, or similar purposes. An act of terrorism must be confirmed and announced to the public by the relevant government. However, any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, military force or coup, or any act with the use of nuclear engineering shall be excluded from this definition.

Third Degree Burns

the damage or destruction of the skin to its full depth and damage to the tissues beneath.

Total Disablement

when as the result of *injury* and commencing within twelve (12) consecutive months from the date of an *accident* the *insured person* is totally disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the *insured person* is reasonably qualified by reason of his/her education, training or experience, or if the *insured person* has no business or occupation, total disablement means the inability of the *insured person* to perform any activities which would normally be carried out in the *insured person's* daily life.

Travel Companion

the person who made the travel booking or reservation with the *insured person* and accompanied the *insured person* for the whole *insured journey* other than a tour guide or tour member.

Travel Ticket

a travel ticket purchased for travelling on any *public common carrier*.

War

a contest by force between two (2) or more nations, carried on for any purpose; or an armed conflict of sovereign powers, in either case whether such contest or armed conflict is declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of peaceful relations and ii) a general contention by force, both authorized by the respective sovereigns of such nations.

We, Us or Our

Zurich Insurance Company Ltd

You or Your

The "Insured" stated on the *schedule*.

PART 2 - COVERAGE

Sections contained hereunder are only applicable if it is shown as being operative on the *schedule*.

SECTION 1 - PERSONAL ACCIDENT

(a) Personal Accident

If an *insured person* sustains *injury* as a result of an *accident* during the *insured journey* and shall within twelve (12) consecutive months result in any of the events listed in the Compensation Table attached to the *schedule*, we shall pay to the *insured person* the sum insured as shown on the *schedule* in accordance with the respective Percentage of Sum Insured for the relevant event and Compensation Conditions as stated in the Compensation Table.

(b) Double Indemnity

In the event an *insured person* sustains *injury* as a result of an *accident* during the *insured journey* under the following circumstances:

- (i) while the *insured person* is riding solely as a passenger (not as operator or crew member) in or on, boarding or alighting from any *public common carrier* licensed to carry passengers for hire; or
- (ii) the *insured person* being an innocent victim in a robbery or attempted robbery including escape of the perpetrators therefrom; or
- (iii) as a result of landslide;

and shall within twelve (12) consecutive months result in any of the events listed in the Compensation Table attached to the *schedule*, the sum insured as shown on the *schedule* under Section 1(a) – Personal Accident shall be doubled and we shall pay to the *insured person* in accordance with the respective Percentage of Sum Insured for the relevant event and Compensation Conditions as stated in the Compensation Table attached to the *schedule*.

The total benefit under Section 1(b)(i) above is subject to the *conveyance limit* as stated on the *schedule*, whereas Section 1(b)(ii) and Section 1.2(b)(iii) above are subject to the *occurrence limit* as stated on the *schedule*.

(c) Second or Third Degree Burns

In the event that the *insured person* suffers from *second or third degree burns* as a result of an *accident* during the *insured journey*, we shall pay the *insured person* the sum insured as stated on the *schedule* in accordance with the percentage listed in the Compensation Table below for the specified damage to any one (1) of the following specified Area within twelve (12) consecutive months after the date of the *accident*.

Compensation Table		Percentage of Sum Insured
Area	Damage as a percentage of total surface area	
Head	(a) Equal to or greater than 12% damage of total head surface area	100%
	(b) Equal to or greater than 8% but less than 12% damage of total head surface area	75%
	(c) Equal to or greater than 5% but less than 8% damage of total head surface area	50%
	(d) Equal to or greater than 2% but less than 5% damage of total head surface area	25%
Body (Exclude Head)	(a) Equal to or greater than 20% damage of total body surface area	100%
	(b) Equal to or greater than 15% but less than 20% damage of total body surface area	75%
	(c) Equal to or greater than 10% but less than 15% damage of total body surface area	50%

Compensation Conditions

- (i) Benefit shall not be payable for more than one (1) of the above Areas in respect of the same *accident*. Should the *injury* occur to more than one (1) of the above Areas from the same *accident*, only the Area with the highest compensation will be payable under this Section.
- (ii) For any *second degree burns* or *third degree burns* resulting a damage on an Area listed in the Compensation Table above and existed prior to an *injury* covered under this policy, and which the same Area is damaged again due to *second degree burns* or *third degree burns* caused by such *injury*, the Percentage of Sum Insured payable shall be determined by us having regard to the extent of damage on the Area caused by the covered *injury*. In no event shall we pay for any damage on the Area sustained prior to the *injury*.
- (iii) For any Area of which the compensation we have paid is less than 100% of the Percentage of Sum Insured, the Sum Insured as stated on the *schedule* shall be reduced by such amount of compensation paid from the date of the *accident* until the expiry of this policy. Any claims made thereafter shall be calculated as the original Sum Insured multiplied by the Percentage of the Sum Insured of the relevant Area, but in no event shall the aggregate compensation payable exceed 100% of the Sum Insured as stated on the *schedule*.
- (iv) In the event that 100% of the Sum Insured is paid under this Section 1.3 in respect of any one *insured person*, this Section 1.3 shall then immediately cease to be in force with regard to such *insured person*.

Extension to Section 1:

Disappearance clause

If the body of an *insured person* has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other *public common carrier* either on the ground or at sea in which the *insured person* was travelling at the time of the *accident* and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered death resulting from an *accident* covered by this policy at the time of such disappearance, sinking or wrecking.

SECTION 2 – ZURICH EMERGENCY ASSISTANCE

Zurich Emergency Assistance will arrange the following benefits in the event that the *insured person* has suffered from *injury* or *illness* during the *insured journey* and pay any costs and expenses arising thereof:

(a) Deposit Guarantee for Hospital Admission

Upon admission to a *hospital*, Zurich Emergency Assistance will provide an admission deposit up to guarantee the medical expenses incurred by the *insured person* in the *hospital* up to a limit of HKD39,000 in respect of any one *insured person*. Such expenses are to be deposit shall be fully refunded to us and is borne by the *insured person* unless otherwise covered under Section 3 of this policy.

(b) Emergency Medical Evacuation or Repatriation

The actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an emergency medical evacuation or repatriation of the *insured person*. The timing, means and final destination of evacuation will be decided by Zurich Emergency Assistance and will be based entirely upon medical necessity.

(c) Repatriation of Mortal Remains

The reasonable and unavoidable expenses for transporting the mortal remains of the *insured person* from the place of death to his/her *stationed location* / country of citizenship or the cost of local burial at the place of death as approved by Zurich Emergency Assistance.

(d) Compassionate Visit

In the event that the *insured person* suffers from *serious bodily injury* or *serious illness* and being *confined* in a *hospital* outside the *stationed location* for over three (3) consecutive days, Zurich Emergency Assistance will arrange and pay for one (1) economy class return *travel ticket* for one (1) *immediate family member* or *domestic partner* to the location of the *insured person*, and hotel accommodation expenses necessarily and unavoidably incurred by the *immediate family member* or *domestic partner* up to a maximum of HKD700 per day and a maximum of five (5) days. This benefit cannot be claimed for more than once for any one (1) *insured journey*.

(e) Travel and Accommodation Expenses

Zurich Emergency Assistance shall pay the one-way economy class *travel ticket* and hotel accommodation expenses necessarily and unavoidably incurred by the *insured person* in connection with any incident requiring emergency medical evacuation (pursuant to Section 2(b) above) to resume the course of the *insured person's insured journey* or to return him/her to *Hong Kong* up to a maximum amount of HKD1,950 per day and up to a limit of HKD7,800 per *insured journey*. Prior approval and determination of Zurich Emergency Assistance on the payment of the expenses incurred by the *insured person* shall be based entirely on medical necessity.

(f) Return of Unattended Dependent

Zurich Emergency Assistance will arrange and pay the one-way economy class *travel ticket* for returning the *insured person's* unattended child(ren) aged below seventeen (17) year old or elderly dependent(s) over the age of seventy-five (75) who is travelling with the *insured person* during the *insured journey* back to the *stationed location* / *Hong Kong* / country of citizenship in the event of death or *confinement* of the *insured person* in a *hospital* outside the *stationed location* due to *serious physical injury* or *serious illness*, up to the sum insured as stated on the *schedule*. If necessary, Zurich Emergency Assistance will also arrange a qualified attendant to accompany the unattended child(ren) / elderly dependent(s) during the return journey.

(g) Twenty-four hours Telephone Hotline and Referral Services include:

- (i) Pre-trip information assistance
- (ii) Embassy referral
- (iii) Medical service provider referral
- (iv) Arrangement of appointments with doctors or specialists
- (v) Lost passport assistance
- (vi) Lost luggage assistance
- (vii) Interpreter Referral
- (viii) Legal referral
- (ix) Telephone medical advice
- (x) Monitoring medical condition during hospitalization
- (xi) Arrangement for medical expenses guarantee

In respect of services (x) and (xi) above, hospitalization expenses or medical expenses charged to the *insured person* by a *hospital*, *medical practitioner* other than *our* appointed doctors, or any other medical professions are to be borne by the *insured person* unless otherwise covered under Section 3 of this policy.

ZURICH EMERGENCY ASSISTANCE is rendered by the service provider nominated by Zurich Insurance Company Ltd.

Exclusions applicable to Section 2

No service will be provided or paid under this section:

1. when the *insured person* is located in areas which represent *war risks* or political conditions such as to make the provision of services under this section impossible or reasonably impracticable;
2. for emergency medical evacuation or repatriation of the *insured person's* mortal remains or other cost which are not approved in advance by *us* and in writing to and/or not arranged by Zurich Emergency Assistance. This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where Zurich Emergency Assistance cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the *insured person's* prospect;
3. when the *insured person* is residing or travelling outside *stationed location* contrary to the advice of a *medical practitioner*;
4. when the *insured person* is residing or travelling outside *stationed location* for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.

SECTION 3 - MEDICAL EXPENSES

If the *insured person* suffers from *injury* or *illness* during the *insured journey* and incurs reasonable *medically necessary expenses*, we will reimburse the actual *medically necessary expenses* to the *insured person*.

Extensions to Section 3

(a) Emergency Medical Treatment due to Pregnancy

We will reimburse the actual and reasonable medical expenses charged by the *hospital* or *medical practitioner* for the sole purpose of emergency treatment for emergency condition resulting from pregnancy or child birth of the *insured person* during the *insured journey*. The maximum amount we will pay is up to 10% of the sum insured for Section 3 as stated on the *schedule*.

(b) Follow-up Medical Treatment

This section also insures the *insured person* up to the sub-limit stated on the *schedule* against any actual *medically necessary expenses* charged by a registered *medical practitioner* for the continuation of medical treatment sought by the *insured person* for the above *injury* or *illness* within twelve (12) months immediately after he/she returns to the *stationed location*.

The *follow-up* medical expenses shall be extended to cover the *medically necessary expenses* paid to a *Chinese medicine practitioner* or chiropractor for treatment incurred in *Hong Kong* and shall be subject to the sub-limits stated on the *schedule*.

(c) Additional Travelling Expenses

We will extend to reimburse any additional travelling expenses (a receipt of the transportation fee is required as a proof of claim) up to the sum insured as stated in *schedule* incurred by the *insured person* for the purpose of seeking medical treatment in an overseas *hospital* if the *insured person* suffers from *injury* or *illness* during the *insured journey*.

The maximum amount we will pay under Section 3 in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

SECTION 4 – HOSPITAL CASH BENEFIT

(a) Overseas Hospital Daily Cash Benefits

If the *insured person* is confined in a *hospital* outside the stationed *location* due to an *injury* or *illness* during the *insured journey*, we will pay a daily allowance up to the sum insured as stated on the *schedule*.

(b) Compulsory Quarantine Cash Allowance due to Infectious Disease

If the *insured person* is suspected or confirmed to have contracted *infectious disease* during the *insured journey* and results in *compulsory quarantine* by the local government or by the *Hong Kong Government* within three (3) days upon completion of the *insured journey* and returning to the *stationed location*, we will pay a daily *compulsory quarantine* cash allowance up to the sum insured as stated on the *schedule*.

In the event that more than one (1) *compulsory quarantine* have been arising in the same *insured journey*, the maximum amount payable under this benefit shall not exceed the sum insured as stated on the *schedule*.

Special Conditions applicable to Section 4(b)

1. Any home quarantine is excluded from this benefit.
2. No benefit shall be payable if the planned destination(s) has been declared as an infected area on or before the departure date of the *insured journey*.

Exclusions applicable to Section 3 and 4

These sections do not cover medical expenses arising out of:

1. non-essential treatment as determined by us, or any medical treatment that is not recommended by a *medical practitioner*;
2. any travel contrary to the advice of a *medical practitioner*;
3. dental work or treatment, unless procedures necessitated by damage to sound and natural teeth as a result of an *injury* or *accident* occurring during the *insured journey*. Benefit is payable purely for emergency condition and to alleviate the pain and in a legally registered dental clinic or *hospital* but in all circumstances shall not cover any restorative or remedial work, the use of any precious metals, orthodontic treatment of any kind, replacement of natural teeth, denture and prosthetic services such as bridges and crowns, their replacement and related expenses;
4. cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions therefor except necessitated by *injury* occurred during the *insured journey*;
5. any medical treatment received during an *insured journey* which was made for the purpose of receiving medical treatment or if the *insured journey* was undertaken while the *insured person* was unfit to travel;
6. surgery or medical treatment which is not substantiated by a written report from the qualified *medical practitioner*;
7. surgery or medical treatment when in the opinion of the qualified *medical practitioner* treating the *insured person*, the treatment can be reasonably delayed until the *insured person* returns to *stationed location*;
8. any medical expenses incurred as a result of the *insured person's* refusal to return to the *stationed location* upon completion of the original *insured journey* while the *insured person's* physical condition at the time is fit for travel in the opinion of the qualified *medical practitioner* treating the *insured person*;
9. any additional cost of single or private room accommodation at a *hospital* or charges in respect of special or private nursing except in the event of an emergency medical evacuation or repatriation under Section 2.1(b) - Emergency Medical Evacuation or Repatriation; non-medical personal services such as radio, telephone and the like; procurement or use of special braces (unless the use of special braces is resulting from *accident* only and it is recommended by *medical practitioner*), appliances or equipment.

SECTION 5 - BAGGAGE AND PERSONAL EFFECTS

We will pay the *insured person*, subject to the sub-limits stated on the *schedule*, for the accidental loss of or damage to the personal possessions including luggage during the *insured journey* which are normally worn or carried by and owned by the *insured person*. We may make payment or, at our option, to reinstate or repair the personal possessions as we may elect, subject to due allowance for wear and tear and depreciation. If any damaged article is proven to be beyond economical repair, a claim will be dealt with as if the article has been lost. The sub-limits for the Baggage and Personal Effects are stated on the *schedule*.

Extensions to Section 5:

This section will also reimburse the *insured person*:

- (a) for the accidental loss of or damage to a *mobile phone* belonging to and being carried by the *insured person* during the *insured journey*, subject to the sub-limit stated on the *schedule*. The cover for *mobile phone* can only be utilized once during any one (1) *insured journey*.
- (b) company possessions which would be normally carried by the *insured person* on a business trip, subject to the same sub-limits stated on the *schedule*.

The maximum amount we will pay under Section 5 in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

Special Exclusions to Section 5

This section does not cover:

1. any loss of or damage to any plastic money (including credit value of credit card, Octopus cards, etc), money (including cheques, traveller's cheques, etc), bonds, negotiable instruments, tickets or documents, coupons or securities, foodstuffs or drinks or medicine, tobacco, animals, contact lenses, dentures and/or its appliances, motor vehicles (including accessories), motorcycle, boats, motors, or any other conveyances, household furniture and antiques;
2. *lap-top computer* with any problems or defects triggered by software and malicious codes (including but not limited to installation and/or download of such software);

3. any loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power or action taken by government authorities in hindering, combating or defending against such an occurrence; detention or destruction under quarantine or customs regulations, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade;
4. loss or damage caused by wear, tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials;
5. damage to any brittle or fragile items;
6. any loss not reported to the local police or public authority within twenty-four (24) hours of discovery and such local report is not obtained;
7. any loss of or damage to property while in the custody of a hotel or *public common carrier*, unless reported immediately on discovery in writing to such hotel or *public common carrier* within three (3) days and a Property Irregularity Report is obtained if the event occurs in an aircraft;
8. any loss of property when it is left unattended in public place, any loss of property left in unlocked vehicle, any property that is not locked inside a trunk of the vehicle; or as a result of the *insured person's* failure to take due care and precautions for the safe guard and security of such property;
9. any unexplained loss or mysterious disappearance;
10. loss of or damage to property insured under any other insurance policy, or otherwise reimbursed by *public common carrier* or a hotel;
11. any loss of or damage to property which resumes to function normally after it has been fixed or repaired by a third party with no additional costs incurred by the *insured person*;
12. any loss of property not being on the same *public common carrier* of the *insured person* or souvenirs and articles mailed or shipped separately unless the *public common carrier* intended to;
13. any loss of data recorded on tapes, cards, diskettes or any other portable devices;
14. any loss claimed under Section 9 - Baggage Delay Allowance arising from the same cause.

SECTION 6 – LOSS OF MONEY

We will reimburse the *insured person* for the loss of personal money, defined as cash, cheques, money order or traveller's cheques only, belonging to and being carried by the *insured person* or in a locked hotel room due to robbery, burglary or theft, occurring during the *insured journey*.

The maximum amount we will pay under Section 6 in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

Exclusions applicable to Section 6

This section does not cover:

1. in respect of any loss not reported to the local police, or hotel management or public authority, as appropriate, within twenty-four (24) hours upon discovery of loss and for which a relevant report is not obtained at the place of loss;
2. loss of traveller's cheque not immediately reported to the local branch or agent of the issuing authority;
3. shortage due to error, omission, exchange or depreciation in value;
4. any loss of property when it is left unattended in public place, or any unexplained loss or mysterious disappearance;
5. any loss of plastic money (including credit value of credit card, Octopus cards, etc).

SECTION 7 - LOSS OF TRAVEL DOCUMENT

We will pay the replacement cost of the Hong Kong Identity Card, credit cards, driving license, *travel ticket* or travel document belonging to the *insured person* which is accidentally lost during the *insured journey*. In the event of the accidental loss of *travel ticket* and/or travel document belonging to the *insured person* during the *insured journey*, we will also reimburse the additional travelling expenses and/or accommodation expenses incurred by the *insured person*, provided that the travelling class and/or the room type for the accommodation shall not be better than the original travelling class and/or the room type for accommodation as stated in the *itinerary*.

The maximum amount we will pay under Section 7 in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

Exclusions applicable to Section 7

This section does not cover:

1. any fines or penalties incurred due to non-replacement or late replacement of the documents by an *insured person*;
2. any loss of travel document and/or visa and/or *travel ticket* which is not necessary for completing the *insured journey*;
3. any loss of property when it is left unattended in public place, or any unexplained loss or mysterious disappearance;
4. any loss not reported to the local police within twenty-four (24) hours upon discovery of loss and for which such police report is not obtained at the place of loss;
5. the replacement costs of both the temporary and permanent versions of the same travel document. In the event of such loss, the *insured person* may claim only one (1) version of the same document.

SECTION 8 – TRAVEL DELAY

In the event of the *public common carrier* in which the *insured person* has arranged to travel as specified in his/her original *itinerary* for the *insured journey* being delayed as a result of strike or other industrial action, riot, civil commotion, hijack, *terrorism*, adverse weather conditions, natural disaster, the mechanical and/or electrical breakdown of the *public common carrier*, or airport closure, we will pay the following benefits to the *insured person*:

(a) Travel Delay Allowance

We will pay an amount per each period of delay for the specified number of hours as shown on the *schedule*. The period of delay will be calculated from either:

- departure delay will be calculated from the original scheduled departure time of the *public common carrier* specified in the *itinerary* supplied to the *insured person* until the actual departure time of (i) the original *public common carrier* or (ii) the first available alternative transportation offered by that *public common carrier*; or

- arrival delay will be calculated from the original arrival time specified in the *itinerary* provided by the *public common carrier* supplied to the *insured person* until the actual arrival time of (i) the original *public common carrier* or (ii) the first available alternative transportation offered by that *public common carrier*.

The *insured person* can only claim for either departure or arrival delay of the same *public common carrier*. If the *insured person* has consecutive connecting flights, the delay is to be calculated based on the difference between actual arrival or departure time, as the case may be, and that stated on the *itinerary* regardless of the time spent on transit and the proximate cause of the delay must be one (1) of the causes set out in the first paragraph of this Section 8.

(b) Extra Hotel Cost due to Travel Delay

The additional, reasonable and irrecoverable accommodation expenses incurred outside the *stationed location* as a result of the delay, up to sum insured as stated on the *schedule*.

(c) Extra Re-routing Cost due to Travel Delay

The additional costs incurred by the *insured person* for the purchase of a one-way economy class *travel ticket* in order to travel to the planned destination as specified in his/her original *itinerary* by an alternative *public common carrier*, up to the sum insured stated on the *schedule*. This benefit cannot be claimed for more than once for any one (1) *insured journey*.

Special Condition for Section 8

The *insured person* must have checked-in for the original scheduled *public common carrier* and all claims must be substantiated by written confirmation from the *public common carrier* on the number of hours of delay and the reason for such delay or such other proof as we may reasonably require.

Exclusions applicable to Section 8

This section does not cover:

1. any circumstances leading to the relevant delay or re-routing of the *insured journey* which is existing or announced before the *effective date*;
2. any delay due to late arrival of the *insured person* at the airport or port (i.e. arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike or industrial action by the employees of the *public common carrier*).
3. any loss in relation to alterations to original itinerary that is not verified by the airline, travel agency or other relevant organizations;
4. any circumstances covered by any other insurance scheme, government programme or which will be paid or refunded by travel agency, tour operator or other provider of any service forming part of the booked *itinerary* (not applicable to Section 8(a) - Travel Delay Allowance);
5. any losses reimbursed under Section 11 – Interruption of Trip arising from the same cause.

SECTION 9 – BAGGAGE DELAY ALLOWANCE

In the event of the *insured person's* checked-in baggage being delayed for more than the specified hours as shown on the *schedule* after the *insured person's* actual arrival at the scheduled destination abroad, regardless of the number of checked-in baggage, we will pay a lump sum allowance as stated in the *table of benefit* to the *insured person*, and subject to the same delayed checked-in baggage can only be claimed once by one (1) *insured person* in any one (1) *insured journey*.

The maximum amount we will pay under Section 9 in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

Special Condition for Section 9

All claims must be substantiated by written confirmation from the *public common carrier* on the number of hours of delay, the reason of such delay and the identified checked-in baggage.

Exclusions applicable to Section 9

This section does not cover:

1. any baggage not being on the same *public common carrier* of the *insured person* or souvenirs and articles mailed or shipped separately;
2. any loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authorities in hindering, combating or defending against such an occurrence; detention or destruction under quarantine or customs regulations, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade; or
3. any loss claimed under Section 5 - Baggage and Personal Effects arising from the same cause.

SECTION 10 – CANCELLATION OF TRIP

In the event that the *insured person* has to cancel the *insured journey* as a result of any the following:

- (i) death, *serious physical injury* or *serious illness* of the *insured person*, *immediate family member*, *domestic partner*, *close business partner* or *travel companion* within thirty (30) days before the departure date of the *insured journey*;
- (ii) witness summons, jury service or *compulsory quarantine* of the *insured person* within thirty (30) days before the departure date of the *insured journey*;
- (iii) unexpected outbreak of strike, riot, civil commotion, *infectious disease*, *terrorism*, adverse weather conditions or natural disaster at the planned destination arising within one (1) week before the departure date of the *insured journey*; or
- (iv) serious damage to the *insured person's principal home* in the *stationed location* due to fire, flood or burglary within one (1) week before the departure date of the *insured journey* which requires the *insured person's* presence on the departure date of the *insured journey* for the purpose of police investigation;

we will pay for the loss of unused travel fare and/or accommodation expenses which have been paid in advance and for which you or the *insured person* is legally liable and which are not recoverable from any other sources, up to the *sum insured* stated on the *schedule*.

SECTION 11 – INTERRUPTION OF TRIP

In the event that after the *insured journey* has begun, the *insured person* has to:

- (i) abandon the *insured journey* and return to the *stationed location* due to:
 - death, *serious physical injury* or *serious illness* of the *insured person*, *immediate family member*, *domestic partner*, *close business partner* or *travel companion*;
 - unexpected outbreak of strike, riot, civil commotion, *infectious disease*, *terrorism*, adverse weather conditions or natural disaster at the planned destination which prevents the *insured person* from continuing the *insured journey*;

we will pay for either:

- the loss of unused travel fare and/or accommodation expenses which have been paid in advance and for which *you* or the *insured person* is legally liable and which are not recoverable from any other sources. OR
- the additional actual travel fare and accommodation expenses reasonable and necessarily incurred for the *insured person* to return to the *stationed location*.

OR

(ii) rearrange the *insured journey* due to unexpected outbreak of strike, riot, civil commotion, *infectious disease*, *terrorism*, adverse weather conditions or natural disaster at the planned destination which prevents the *insured person* from travelling to that planned destination, we will pay for the additional actual travel fare and/or accommodation expenses reasonably and necessarily incurred for the *insured person* to travel to the next planned destination shown on the *itinerary* to continue with the *insured journey*.

The maximum amount we will pay under Section 11 in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

Exclusions applicable to Section 10 & 11

This section does not cover any loss arising directly or indirectly from:

1. any circumstances leading to the cancellation or curtailment or rearrangement of the *insured journey* which is existing or announced before the *effective date*;
2. if the purpose of the *insured journey* is to obtain medical treatment or the *insured journey* is undertaken against the *medical practitioner's* recommendation;
3. any loss directly or indirectly arising from any government's regulations control or act, or air traffic control by local government or relevant authorities; bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, *public common carrier* and/or other provider of any service forming part of the booked *itinerary*;
4. failure to notify the travel agency, tour operator, *public common carrier* and/or other provider of any service forming part of the booked *itinerary* of the need to cancel or rearrange the travel arrangement immediately when it is found necessary to do so;
5. any loss in relation to cancellations or rearrangements to schedules that is not verified by the airline, travel agency or other relevant organizations;
6. any loss which will be paid or refunded by any existing insurance scheme, government programme, *public common carrier*, travel agent or any other provider of transportation and/or accommodation;
7. failure to obtain a written medical report from the *medical practitioner*;
8. any expenses incurred for services provided by another party for which the *insured person* is not liable to pay and/or any expenses already included in the cost of a scheduled *insured journey*;
9. any loss if the *insured person* refuses to follow the recommendation of a *medical practitioner* to return to the *stationed location*, or refuses to continue the *insured journey* whilst the *insured person's* physical condition at the time of recommendation is fit for travel (applicable to Section 11 - Interruption of Trip only); or
10. in respect of losses reimbursed under Section 8 - Travel Delay arising from the same cause.

Section 12 - Hotel Cost due to Involuntary Journey Extension

In the event the *insured person* needs to stay in the overseas destination outside the *stationed location* involuntarily due to *terrorism*, *compulsory quarantine*, adverse weather conditions, natural disaster or *infectious disease* at the planned destination which prevent the *insured person* to complete the *insured journey* within the period stated in the original *itinerary*, we will reimburse the actual accommodation expenses incurred by the *insured person*, subject to the maximum limits on the amount of benefit payable per day as stated on the *schedule* and up to a maximum of five (5) days.

Exclusions applicable to Section 12

This section does not cover:

1. any circumstances which is existing or announced before the *effective date*;
2. if the *insured person* refuses to take the first available alternative transportation offered by the original *public common carrier*;
3. any expenses incurred for services provided by a third party for which the *insured person* is not liable to pay and/or any expenses already included in the cost of a scheduled *insured journey*.

SECTION 13 – PERSONAL LIABILITY

We will indemnify any amount which the *insured person* becomes legally liable to pay as compensation and / or legal expenses for an *accident* occurring during the *insured journey* which causes death or *injury* to a third party or damage to property of a third party, up to the sum insured stated on the *schedule*. However, the *insured person* must not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without *our* prior written approval.

Special Exclusions to Section 13

This section does not cover liability arising directly or indirectly from:

1. any business, profession or trade;
2. any wilful, malicious or unlawful act of the *insured person* or any criminal acts;
3. any cause whatsoever due to any person who is the *immediate family member* or *domestic partner* or relative or employer or employee of the *insured person*;
4. contracts;
5. ownership, possession use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals;
6. damage to property owned by or held in trust or in the custody of the *insured person*, or the *immediate family member* or *domestic partner* or relative or employer of the *insured person*;
7. any act of *terrorism*, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
8. any action in controlling, preventing, suppressing, retaliating against or responding to any such act of *terrorism*.

SECTION 14 - ADDITIONAL BENEFITS

Sections contained hereunder are only applicable if it is shown as being operative on the *schedule*.

(a) Replacement Staff

We will reimburse you up to the sum insured stated on the *schedule* for the reasonable hotel accommodation and travelling expenses necessarily incurred by one (1) *replacement staff* to travel to the place where the *insured person* sustained *serious bodily injury* or *serious illness* or death.

The maximum amount we will pay under Section 14(a) in respect of any one (1) *replacement staff* shall not exceed the sum insured shown on the *schedule*.

(b) Missed Event

We will reimburse the conference or exhibition tickets cost paid in advance by you or the *insured person's* credit card in the event that the insured person is unable to utilize such ticket(s) by the following and provided that the costs of the tickets are not recoverable from the event organizers and you cannot find a *replacement staff* to attend the event:

- (i) death, *serious physical injury* or *serious illness* of the *insured person*, *immediate family member*, *domestic partner* or *close business partner* within thirty (30) days before the departure date of the *insured journey*;
- (ii) witness summons, jury service or *compulsory quarantine* of the *insured person* within thirty (30) days before the departure date of the *insured journey*;
- (iii) mechanical and/or electrical breakdown of the *public common carrier* in which the *insured person* has arranged to travel as specified in his/her original *itinerary* and results in late arrival of the *insured person*.

The maximum amount we will pay under Section 14(b) in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

Special Exclusions applicable to Missed Event

This section does not cover any loss arising directly or indirectly from:

- 1. the disinclination or cancellation due to financial problem of you or the *insured person*;
- 2. cancellations or alternations to schedules that is not verified by relevant organizations;
- 3. any circumstances covered by any other insurance scheme, government program or which will be paid or refunded by any provider of any service forming part of the booked ticket;
- 4. any medical condition or other circumstances known to have existed at the commencement of the *insured journey*.

(c) Compassionate Death Cash

In the event of death (*accidental* or natural) of an *insured person* during the *insured journey*, we will pay the Compassionate Death Cash as stated on the *schedule* to the estate of the *insured person*. No benefit shall be payable in the event of suicide of the *insured person* unless such *insured person* has been insured under the policy for more than twelve (12) consecutive months.

(d) Credit Card Protection

If the *insured person* sustains *injury* during the *insured journey* and resulting in death, we will pay for the outstanding balance of the *insured person's* credit cards (exclude corporate credit card) as at the date of *accident* up to the sum insured stated on the *schedule*.

(e) Loss of Home Contents

We will pay up to the sum insured as stated on the *schedule* for the loss or damage to the home contents within the *insured person's* principal home in the *stationed location* which is unoccupied during the *insured journey* as a direct result of burglary involving the use of forcible and violent entry to or exit from the premises while the *insured person* is travelling on the *insured journey*.

We may make payment or at our option to reinstate or repair as we may elect, subject to due allowance for wear and tear and depreciation. If any damaged article is proven to be beyond economical repair, a claim will be dealt with as if the article has been lost.

The sub-limit for any one (1) article, pair, set or collection is shown on the *schedule*. The maximum amount we will pay under Section 14(e) in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

(f) Funeral Expenses Benefit

If during the *insured journey*, an *insured person* sustains *injury* as a result of a covered *accident* which results in death during the same period, we shall pay the actual costs for his/her funeral incurred in *Hong Kong* or at the *stationed location* up to the sum insured stated on the *schedule*, provided that such funeral arrangement is undertaken by us with our prior written consent and only upon receipt of the relevant supporting documents.

(g) Scarring of the Face

If during the *insured journey*, an *insured person* sustains *injury* as a result of a covered *accident* which results in *permanent* disfigurement or *permanent* scarring of the face of at least one square centimeter or two centimeters in length during the same period and is substantiated by a written report from a qualified *medical practitioner*, we shall pay a lump sum benefit according to the sum insured stated on the *schedule*.

(h) Trauma Counseling Benefit

If during the *insured journey*, an *insured person* is the victim of a traumatic event including, but not limited to, rape, armed hold-up, assault, natural disaster or acts of *terrorism*, we shall pay the cost of trauma counselling which is recommended by a qualified *medical practitioner* in writing, provided that such counselling is undertaken by us with our prior written consent. The maximum limit we will pay for each *insured person* shall not exceed the per visit per day limit and the sum insured as stated on the *schedule*.

(i) Education Fund

If during the *insured journey*, an *insured person* sustains *injury* as a result of a covered *accident* which results in Event 1- *Accidental* Death as stated in the Compensation Table attached to the *schedule*, we shall pay a lump sum benefit according to the sum insured stated on the *schedule* for the *insured person's* child(ren) as an education subsidy. The child(ren) must be unmarried full-time student(s) aged between one (1) year and twenty-three (23) years.

(j) Recruitment Expenses

If during the *insured journey*, an *insured person* sustains *bodily injury* as a result of a covered *accident* which results in Event 1- *Accidental* Death or Event 2-*Permanent Total Disablement* as stated in the Compensation Table attached to the *schedule*, we will reimburse the recruitment expenses, within six (6) months from the date of his/her *accidental* death or diagnosis of *permanent total disablement*, for the replacement of such *insured person* up to the sum insured stated on the *schedule*. Recruitment expenses shall include the advertisement and employment agency fee.

(k) Loss of Teeth

If during the *insured journey*, an *insured person* sustains *injury* as a result of a covered *accident* which results in *permanent* loss of the *insured person's* teeth, we shall pay a lump sum benefit for each of the loss teeth according to the benefit amount for each teeth and up to the sum insured stated on the *schedule*.

(l) Search and Rescue Expenses

In the event of the *insured person* is reported missing during an *insured journey*, we shall pay for the cost incurred by a recognized rescue authorities in searching for and rescuing the *insured person* up to the sum insured stated on the *schedule*. The incident must be reported to the local police and a missing person report shall be obtained and submitted to us.

Exclusion to Search and Rescue Expenses

This benefit does not cover any loss which will be paid or refunded by any existing insurance scheme, government programme, or any expenses incurred for services provided by another party or local government for which the *insured person* is not liable to pay.

(m) Clothing and Personal Effects Damage Compensation

We will pay up to the sum insured as stated on the *schedule* for the damage to the clothing as well as personal effects of the *insured person* as a direct result of an *injury* and caused by the same *accident* (but only to the extent that these items are not recoverable from any other source). We may make payment at our option to reinstate or repair the personal effect as we may elect, subject to due allowance for wear and tear and depreciation. If any damaged article is proven to be beyond economical repair, the claim will be dealt with at replacement cost at market price. This benefit will be payable provided that we have agreed to pay the benefit of Section 1 and/or Section 3 for the same *accident* under this policy.

The sub-limit for any one (1) article, pair, set or collection is shown on the *schedule*. The maximum amount we will pay under this Section 14(m) in respect of any one (1) *insured person* shall not exceed the sum insured shown on the *schedule*.

Exclusion to Clothing and Personal Effects Damage Compensation

This benefit does not cover the following classes of property: business merchandise or sample, foodstuffs and/or medicine, tobacco, contact lenses, dentures and/or its appliances, dental accessories (such as but not limited to braces or retainers), animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, or any other conveyances, household furniture, antiques, any kind of jewellery, mobile phones (including PDA phones, smart phones or similar devices with telecommunications functions and other accessories), tablets or laptop computers.

SECTION 15 – CHINA MEDICAL CARD SERVICES

For emergency assistance in *China*, Zurich Emergency Assistance will:

1. guarantee admission to an *appointed hospital* – provide an admission deposit up a limit of HKD39,000 to the *appointed hospitals* when presenting the China Medical Card.
2. provide 24-Hour *China* Legal Referral Service – provides referrals of lawyers and legal practitioners in *China* for twenty-four (24) hours contact in case of emergency.

Special Conditions for Section 15

1. You should declare to us by written notice regarding the actual number of cards required together with the *insured person's* full name and *Hong Kong* identification card number or passport number and / or *China* re-entry permit number of the *insured person*.
2. You must undertake to settle any medical expenses that is not payable or not covered by this policy or any amount in excess of the sum insured stated in Section 1(a) of Part 2 of this policy within fourteen (14) days after the written notification from us. The credit facility will be suspended if you fail to reimburse us within the above time limit. Upon suspension or cancellation, you have to return any or all the MediExpress China Medical Card(s) to us and will remain liable to us for any outstanding payment in arrears.
3. In the event of loss of China Medical Card, the *insured person* should advise us within forty-eight (48) hours and pay HKD50 for each replacement card.
4. When an *insured person* ceases coverage under this policy, you should return his/her China Medical Card to us. Otherwise, a penalty of HKD100 will be charged if this is not returned to us within thirty (30) days from his/her termination.
5. The MediExpress China Medical Card Appointed *Hospital* List is subject to change without prior notice. The *insured person* should call the Zurich Emergency Hotline on +852 2886 3977 for referral to the nearest *hospitals* if he/she needs to visit any *hospital* on the list.

Admission Procedures for Appointed Hospitals

- During office hours: admission registration at the In-patient Admission Registry of the *appointed hospital*;
- After office hour: admission registration at the In-patient Admission Registry or Emergency Department of the *appointed hospital*;
- Show and provide the MediExpress China Medical Card together with relevant identification document, including but not limited to Re-entry Permit, Hong Kong Identity Card or Passport at the *appointed hospital's* In-patient Admission Registry or Emergency Department for admission.
- In case of any problem arising during admission, please call Zurich Emergency Hotline +852 2886 3977 for assistance.

ZURICH EMERGENCY ASSISTANCE is rendered by the service provider nominated by Zurich Insurance Company Ltd.

PART 3 - GENERAL EXCLUSIONS

This policy does not cover any loss or liability of whatsoever nature directly or indirectly arising as a result of or in connection with:

1. war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), *civil war*, rebellion, revolution, insurrection, military or usurped power, or direct participation in strike, riot or civil commotion;
2. any congenital and heredity condition, suicide or intentional self-inflicted injury;
3. any illegal or unlawful act by an *insured person* or any confiscation, detention, destruction by customs or other authorities;
4. the *insured person* is not taking reasonable efforts to avoid *injury* to minimize any claim under this policy;
5. riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport;
6. insanity, mental disorder; or any condition resulting from venereal disease;
7. any home leave while the *insured person* is confined to a *hospital* as an in-patient;
8. air travel other than as a passenger on a regular scheduled airline or licensed or private chartered aircraft;
9. naval, military or airforce services or operations while actively engaged in war.
10. any expenses that can be compensated from any other sources except for Section 1 – Personal Accident, Section 4 – Hospital Cash Benefit, Section 8(a) – Travel Delay Allowance, Section 9 - Baggage Delay Allowance.

PART 4 - GENERAL CONDITIONS:

1. The *insured person* can only be covered under any one(1) travel insurance policy of *us* and *our* affiliated companies for the same *insured journey*, and the travel insurance policy with the greatest compensation will apply and benefits thereunder be payable in respect of any claims arising out of such *insured journey*.
2. The *insured person* must be fit to travel before the issuance of the *travel tickets* and/or accommodation fees of the *insured journey*; otherwise any claims shall result in *our* right to repudiate liability under this policy.
3. Unless specifically mentioned on the *schedule* to the contrary, this policy covers personal deviations during and/or immediately before/after an insured business trip.
4. All *China* citizens who reside and/or work in *China* will not be covered within the territory of *China* unless they are holding a valid *Hong Kong* Identity Card or has a working visa and/or employment contract in *Hong Kong*.
5. No coverage shall be provided for any medical conditions existed (whether known or unknown to the *insured person*) before the coverage effective day of any *insured person* as stated under the "Eligible Period" on the *schedule*. This condition shall be waived if such *insured person* has been insured under the policy for more than six (6) consecutive months in respect to such *insured person* for any *insured journey* commencing from the seventh (7th) month onwards.

PART 5 - POLICY ADMINISTRATIVE METHOD

1. For Named Policy :

- (a) You should declare to *us* by written notice regarding the actual number of *insured persons* together with their full names, date of birth, the passport or other identification document numbers, the positions/occupations, *stationed location*, estimated travel frequency, average trip duration and destination before the coverage is binding.
- (b) Any addition or deletion of the *insured person* during the Period of Insurance as stated on the *schedule* should be declared to *us* for immediate endorsement issuance. The endorsement and premium adjustment shall be made immediately on pro-rata daily basis.
- (c) Upon policy anniversary, you should declare and provide the update census to *us* by written notice regarding the actual number of *insured persons* together with their full names, date of birth, the passport or other identification document numbers, the positions/occupations/salary and *stationed location* for the calculation of the renewal premium.

2. For Unnamed Policy :

- (a) You should declare to *us* by written notice regarding the *stationed location* of *insured persons* together with the estimated number of frequent traveler, the annual travel frequency, average trip duration and destination before the coverage is binding.
- (b) No declaration of the *insured person's* movement is required during the Period of Insurance as stated on the *schedule* except e any significant change of underwriting material including but not limited to the addition of subsidiary company and change of business of the *insured* or job nature of the *insured person*.
- (c) Upon policy anniversary, you should declare to *us* by written notice regarding the actual no. of the frequent traveler, travel frequency, average trip duration and destination at the expiry of the policy for the calculation of the renewal premium.
- (d) Although no individual name declaration is required, we reserve the right to verify the list of *insured persons* in the book of record kept by you in case of any losses occurs.

3. For Declaration Policy (monthly basis):

- (a) An Annual Minimum and Deposit Premium, which is non-refundable, will be charged at the beginning of the Period of Insurance as stated on the *schedule*. A debit note will be issued to you if the actual premium payable exceeds such deposit premium.
- (b) You should make declaration monthly in arrears to *us* by written notice regarding the actual number of *insured person* together with their full names, *Hong Kong* identity card no./passport no., plan selected, *stationed location*, the commencement date and period / days of travel. Such declaration will be served as the basis for premium calculation and claims processing purpose.
- (c) Subsequent premium shall become payable on a monthly basis when the actual premium has exceeded the Annual Minimum and Deposit Premium. The calculation of the actual premium payable is based on the number of *insured person* declared by you on the monthly declaration multiplied by the applicable premium rate. The non-refundable Annual Minimum and Deposit Premium shall be used to offset against the premium after the above multiplication. If there is any shortfall between the non-refundable Annual Minimum and Deposit Premium and such premium after the above multiplication, you shall pay such shortfall immediately.

PART 6 - GENERAL PROVISIONS

1. Entire Contract

This policy including all the *relevant documents* will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* authorized officer and evidenced by endorsement of such amendment. For avoidance of doubt, the *relevant documents* will form part of the renewed policy contract and information contained are deemed to remain true and valid as at the time of renewal unless otherwise instructed by you.

2. Age Limit

Unless specifically mentioned in the *schedule* to the contrary, the insurance afforded under this policy shall only apply to the *insured person* aged seventeen (17) years to seventy (70) years both inclusive on this policy commencement date or renewal date.

3. Notice of Claims

Written notice must be given to *us* within thirty (30) days upon the first treatment of any event likely to give rise to a claim under this policy. In the event of *accidental* death, immediate notice thereof must be given to *us*. All certificates, information and evidences required by *us* shall be furnished at the expense of you or the *insured person* or their personal representative and shall be in such form and of such nature as we may prescribe. We shall be entitled to call for examination(s) by a medical referee at *our* expense. If you or the *insured person* do(es) not comply with this condition, we shall have the sole discretion to decide not to pay any benefits under this policy.

4. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (30) days from the date of issuance of *our* receipt of the claim form. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than

one hundred and eighty (180) days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as we may reasonably require shall be furnished at the expense of the claimant without any expense to us.

In case of insanity, proof from two independent qualified *medical practitioners* should be submitted to us to certify the *insured person* is insane.

5. Claims Admittance

In no case shall we be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the *injury* giving rise to it unless the claim has been admitted or is the subject of a pending legal action or arbitration.

6. Medical Examination

We shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by us if we deem necessary and in the event of death to have a post-mortem examination at our expense. The result of such examination shall be our property.

7. Payment of Claims

We will pay all benefits (except for Section 2(b) and 2(c)) to the *insured person* for their respective rights and interests. Benefits payable under Section 2(b) - Emergency Medical Evacuation and Section 2(c) - Repatriation of Mortal Remains will be paid directly to the service provider. All payment of claims in this policy shall be in Hong Kong dollars and are payable to the *insured person* after the receipt of due proof upon our approval. In the event of *accidental* death of the *insured person*, we will pay all the pending benefits to the estate of the *insured person*. All indemnities provided in this policy will be paid immediately after the receipt of due proof upon our approval except loss for which periodic payment is provided. All accrued compensation for loss for which periodic payment is provided will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

8. Right of Recovery

In the event that the authorization of payment and/or payment is made by us or Zurich Emergency Assistance for a claim which is not covered under this policy or when the limit of liability of this insurance is exceeded, we or Zurich Emergency Assistance reserve the right to recover the said sum from the *insured person*.

9. Misstatement or Non-disclosure

If you or the *insured person*, or anyone acting for you or the *insured person* make(s) a statement in the form as required during the application process regardless of verbally or in written format or in connection with any claim knowing that the statement to be false, or fail to disclose pre existing conditions or fail to act in utmost good faith, we will not be liable for the claim and all cover under this policy shall cease immediately. We will not be liable to refund any premium paid.

10. Premium Charge

This policy is an annual policy. The effect of the policy is subject to the settlement of the full premium for the entire policy year. We reserve the right to revise or adjust the premium in accordance with our applicable premium rate at the time of policy renewal by giving thirty (30) days' prior written notice to you.

11. Grace Period

We will allow you thirty-one (31) days grace period for the payment of each premium after the first premium. During grace period we will keep this policy in force. If after that time the premium remains unpaid, this policy will be deemed to have lapsed from the date when the unpaid premium was due.

12. Reinstatement of Policy

If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of a premium by us or by any of its duly authorized representative shall reinstate this policy, but only to cover loss resulting from *injury* thereafter sustained.

13. Cancellation

(i) We have the right to cancel this policy or any section or part of it by giving thirty (30) days' advance notice in writing by registered post to your last known address. Under no circumstances we will be obligated to reveal our reasons for cancellation. Whenever this policy is cancelled, pro-rata premium for the period starting at the time of cancellation or surrender to the last date of the *period of insurance* shall be refunded provided that no claim has been made during such *period of insurance* of this policy. The payment or acceptance of any premium subsequent to such termination shall not create any liability on us but we shall refund any such premium received by us.

(ii) You have the right to cancel this policy by giving thirty (30) days' advance notice in writing to us. In such event, we will refund the unearned premium actually paid by you provided that no claim has been made during the period starting from the policy effective date to the date on which the cancellation takes effect ("Policy Period"), the earned premium shall be calculated in accordance with the table below but in no event shall the earned premium be less than our minimum premium stated on the *schedule*.

In both cases above, if there is a claim or service used during the current policy period, there will be no refund of premium on the unexpired period and you are liable to settle the annual premium of the policy year.

Policy Period percentage of premium earned by us

<u>Policy Period</u>	<u>Charges of Premium</u>
2 months	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

14. Termination of Policy

This policy shall automatically terminate on the earliest of:

- (i) the *insured person* is no longer eligible for the benefits under this policy in view of Clause 2 – Age Limit of this Part;
- (ii) cover under this policy ceases pursuant to the Section 9 – Misrepresentation or Non-disclosure of this Part;
- (iii) you fail to pay after expiry of the 31-day grace period in accordance with Section 11 – Grace Period of this Part;
- (iv) you or we cancel this policy by giving thirty (30) days written advance notice pursuant to Section 13 – Cancellation of this Part; or
- (v) in accordance to the condition stated in Section 25 – Run-off Clause of this Part.

15. Renewal

This policy may be renewed with *our* consent from time to time by payment of the premium in advance at *our* premium rate in force at the time of renewal. However, we may 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*.

16. Zurich Emergency Assistance

The service provider of Zurich Emergency Assistance is an independent service provider providing services to the *insured person* upon the *insured person's* request. We or any of *our* affiliates, agents, or employees of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider of Zurich Emergency Assistance or any of its employees, agents or representatives.

17. Other Insurance

If at the time of a claim there is any other policy covered anything insured by this policy (except Section 1 – Personal Accident, Section 4 – Hospital Cash Benefit, Section 8(a) – Travel Delay Allowance, Section 9 - Baggage Delay Allowance), we will only be liable for *our* proportionate share unless otherwise stated.

18. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within one (1) years from the expiration of the time within which proof of claims is required.

19. Subrogation

We have the right to proceed at *our* own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy, and the *insured person* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which we are entitled by virtue of *our* right hereunder.

20. Alternative Dispute Resolution

In the event of a dispute arising out of the policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to 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 and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of the policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under the policy and the *insured person* does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, the *insured person's* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under the policy.

21. Right of Third Party

Other than the *Insured / insured persons* or as expressly provided to the contrary, a person who is not a party to the *policy* has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of the policy.

22. Compliance with Policy Provisions

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

23. Governing Law and Jurisdiction

The policy shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong*. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of *the Hong Kong* courts.

24. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to *you* from time to time and available at this website:

<https://www.zurich.com.hk/en/services/privacy>

You shall procure all *insured person* covered under the policy to authorize *us* to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of *Hong Kong*, for the obligatory purposes as set out in *our* privacy policy as applicable from time to time.

When information about a third party is provided by the *insured person* to *us*, the *insured person* warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to *us*, enabling *us* to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

25. Run-off Clause

In the event of this policy is not renewed by *us* after policy expiry date, we shall at the same insurance terms and conditions of this policy provide cover for *insured journey(s)* commenced within the policy period until completion of such *insured journey(s)*, or maximum up to thirty (30) days after policy expiry date, whichever occurs first.

CLAIMS PROCEDURE

Step 1: Notify *us* within thirty (30) days of any occurrence which may give rise to a claim.

Step 2: Complete and provide a claim form and the following documents to *us*.

Medical Expenses

- Original medical bills issued by a clinic or *hospital* with the itemized list and / or details of the medical expenses
- Copy of a dated medical report / certificate showing the name of the *insured person*, diagnosis and treatment certified by *medical practitioner*
- Referral letter issued by a *medical practitioner* certifying that the recommendation for trauma counselling is based solely on the a traumatic event the *insured person* has experienced during the *insured journey*

Personal Accident / Second and Third Degree Burns

- Copy of a death certificate
- Copy of a dated medical report / certificate issued by a *medical practitioner* certifying the degree or severity of disability
- Police report and /or coroner's report, where relevant
- Letters of Administration or Grant of Probate
- (In the event of a disappearance) Presumption of death as proclaimed by a court or documents proving the disappearance of the body for one year due to sinking or wrecking of the transportation means

Compassionate Death Cash

- Copy of a death certificate
- Copy of documents for the proof of relationship (e.g. birth certificate, marriage certificate etc)

Personal Baggage

- Copy of police report (which must be made within twenty-four (24) hours of the occurrence) and / or property irregularity report from *airline/public common carrier*, where relevant
- Original purchase receipts for the lost /damaged item (s)
- Copy of repair quotation for the damaged item (s)
- Photographs showing the extent of damage to the claim item (s)

Loss of Personal Money, Travel Document and/or Travel Ticket, unauthorized use of lost credit card

- Copy of police report (which must be made within twenty-four (24) hours of the occurrence)
- Original official receipts for extra *accommodation* fee, travel expenses and replacement cost of the lost *travel document* and/or *travel ticket*
- Copy of notification to the issuing authority in respect of loss of traveller's cheques (which must be made within twenty-four (24) hours of the occurrence)
- Copy of notification to the issuing authority (which must be made within thirty 30 calendar days of the credit card statement issued by the issuing authority or the date the *insured person* discovers the un-authorization, whichever is the earlier)
- Copy of statements and investigation outcome issued by the credit card issuing authority showing the incident of unauthorized use of credit card

Baggage Delay

- Copy of written report from the related *public common carrier* including date, times and duration and reason of the delay

Travel Delay/Re-routing cost/Extra Hotel Cost

- Copy of written report from the related *public common carrier* including date, times and duration and reason of the delay
- Original receipt(s) issued by the *public common carrier* for the cost of the actual ticket(s)
- Original receipt issued by the hotel for the cost of the accommodation
- Original official receipts for the prepaid travel fare and / or accommodation and /or travel tour and / or shore excursion tour

Cancellation or Interruption of Trip or Missed Event

- Original official receipts for the prepaid travel fare and / or accommodation and /or travel tour and / or shore excursion tour
- Copy of a death certificate / dated medical report / certificate showing the name of the *insured person / close business partner / immediate family members / domestic partner / travel companion*, diagnosis and treatment certified by *medical practitioner*
- Summons to a witness or jury service or *compulsory quarantine*
- Evidence showing the serious damage to the *insured person's principal home*
- Written confirmation from the *public common carrier* including date, times in the event of mechanical and/or electrical breakdown
- Copy of documents for the proof of relationship (e.g. birth certificate, marriage certificate, etc.)
- Copy of written confirmation issued by *airlines /public common carrier /cruise company / accommodation provider* and travel agent indicating whether there is any refund for the paid travel fare and / or *accommodation* and /or travel tour and / or excursion tour
- Original / copy of booked ticket cost to overseas theme park or sports events or music or performance events(receipt or payment details)

Personal Liability

- Statement of the nature and circumstances of the incident or event (No admission of liability or settlement can be made or agreed to without *our* written consent)
- Copy of police report or incident report issued by relevant authority
- All associated documentation received in connection with the incident or event (including copies of any summons, all court documents, solicitors' and other legal correspondence)

All claims must be substantiated by *your* written confirmation with the name of the *insured person* and the period of the business travel. Additional documents or information relevant to the claim may be required and to be forwarded upon *our* request.

What To Do When The Insured Person Needs Help

In a medical or other emergency, call Zurich Emergency Assistance Hotline on +852 2886 3977 and quote the *insured person's* name and this policy number printed on the *schedule*. An experienced Assistance Coordinator will handle his/her enquiry. To make a claim, call Zurich claims hotline, Monday to Friday 9:00 a.m. to 5:30p.m. on +852 2903 9388.

-- End --

Statement of purpose for collection of personal data

All personal data collected and held by Zurich Insurance Company Ltd (“Zurich”) will be used in accordance with Zurich’s privacy policy, as notified to the insured person from time to time and available at this website: www.zurich.com.hk/eng/cs_nonlifepolicyervices_privacy.htm.

The policyholder shall, and shall procure the insured / insured members to, authorise Zurich to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in Zurich’s privacy policy as applicable from time to time.

When information about a third party is provided by the policyholder / insured / insured member to Zurich, the policyholder / insured / insured member warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to Zurich, enabling Zurich to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

Rights of third parties

Other than the policyholder or the insured / insured persons, or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties’ rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

Note: In case of any discrepancy or inconsistency between the above 2 clauses with any existing clauses in the policy, the above 2 clauses shall prevail and replace the wording of such existing clauses to the extent of the discrepancy or inconsistency. The above wording will automatically apply to your policy (in the case of a new policy) or renewal policy (in the case of policy renewal) on the policy effective or renewal effective date (as the case may be). Unless as otherwise specified, other terms and conditions of the policy will not be affected

個人資料收集目的

蘇黎世保險有限公司（「本公司」）將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：www.zurich.com.hk/chi/cs_nonlifepolicyservices_privacy.htm。

「閣下」會，及會促使「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途，使用及轉發（至「香港」境內或境外）包括屬敏感性如「香港」法例第486章《個人資料(私隱)條例》中所定義之個人資料。

如「閣下」/「受保人」向「本公司」提供任何第三者資料，「閣下」/「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

第三者權益

除保單持有人或受保人，或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。不論本保單任何條款所列，任何保單變更(包括任何解除責任或責任妥協) 或終止均不須第三者同意。

註：如以上條款與保單任何現有條款產生差異或矛盾，將以以上條款為準並以其取代保單現有條款相關之差異或矛盾部分。以上條款將於閣下保單生效(如現為新保單)或續保生效(如現為保單續保) 時自動生效。除非另作註明，保單內的其他條款及細則將不受影響。