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## Public Travel INSURANCE

### INSURING CLAUSE

Whereas the Insured has applied to Asia Insurance Co., Ltd. (hereinafter called "the Company") for the insurance herein contained and has paid or agreed to pay the Premium as consideration for such insurance the Company agrees subject to the terms exceptions and conditions specified herein or endorsed hereon that in the event of the contingencies described hereinafter happening during the Period of Insurance within the Area of Travel to pay the Insured or to indemnify the Insured up to the amount specified in this Policy or in the Schedule in respect of each Section of this Policy.

### POLICY INTERPRETATION

- (1) The Insured's Proposal and Declaration to the Company is held to be incorporated in this Policy and be the basis of the contract.
- (2) Subject always to the provisions of General Condition (3), each Insured Person is deemed to be separately insured under this Policy.
- (3) For the purposes of this Policy:
  - (a) "Any One Loss Occurrence" means one occurrence or all occurrences of a series arising out of or attributable to one source or original cause.
  - (b) "Bodily Injury" means any unforeseen bodily injury including death resulting solely and directly from an accident occurring during the Period of Insurance caused by violent accidental external and visible means including drowning gassing poisoning or exposure to the elements.
  - (c) "Chinese Medicine Practitioner" means any Chinese bonesetter, acupuncturist or practitioner who is legally registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance, but excluding a Chinese Medicine Practitioner who is the Insured, the Insured Person or an Immediate Family Member of the Insured or of the Insured Person.
  - (d) "The Company" means Asia Insurance Co., Ltd.
  - (e) "Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.
  - (f) "Hospital" means an establishment duly registered as a hospital for the care and treatment for sick and injured persons with organized facilities for diagnosis and surgery, having 24 hours a day nursing services by qualified registered nurses and medical supervision under qualified registered Medical Practitioners. For avoidance of doubts, Hospital is not deemed to include any institution used primarily as a clinic, a nursing home, a place of rest, a mental institution, a rehabilitation or extended care facility, a home for the aged, or a place for the care or treatment of alcoholics or drug addicts or similar establishments.
  - (g) "Hospital Confinement" means the Insured Person being confined in a Hospital for medical treatment for a minimum period of 24 hours upon the recommendation of a Medical Practitioner for continuous stay in the Hospital prior to his discharge.
  - (h) "Immediate Family Member" includes spouse children parents parents-in-law brothers or sisters grandparents grandchildren and legal guardians.
  - (i) "The Insured" means the person so specified in the Schedule in whose name and for whose benefit the Policy is issued.
  - (j) "The Insured Person" means the person so specified in the Schedule and upon the happening of the contingencies against the Insured Person, the Company subject to the terms and conditions of this Policy pays the specified Benefits to the Insured.
  - (k) "Medical Expenses" means the expenses of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified Medical Practitioner and all hospital nursing home charges.
  - (l) "Medical Practitioner" means a practitioner of accident medicines duly qualified and legally registered as such under the laws of the country to render medical or surgical service but excluding a medical practitioner who is the Insured, the Insured Person or an Immediate Family Member of the Insured or of the Insured Person.
  - (m) "Policy" means the entire policy document between the Insured and the Company including Proposal, Certificate of Insurance, Declaration or Beneficiary Designation Form submitted or made by the Insured, the Schedule and any memoranda and endorsements contained herein or endorsed hereto which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
  - (n) "Public Conveyance" means all public common carriers such as multi-engine aircrafts, buses, trains, ships, hovercrafts, ferries and taxis that are licensed which any member of the public can join at a recognized stop and pay a fare. For avoidance of doubts, Public Conveyance shall not include a contractor or a private carrier or a coach arranged by a travel agency.
  - (o) "Sickness" means any unforeseen sickness or disease which first manifests itself during the Period of Insurance and which requires the services of a qualified Medical Practitioner and results in Medical Expenses being necessarily and customarily incurred.
  - (p) "Travel Document" means Hong Kong Identity Card passport travelling tickets or pass and other travel documents which are necessary to complete the intended journey of the Insured Person.
  - (q) In this Policy and where the context so permits and requires, words importing the singular number only also include the plural and vice versa and words importing the masculine gender only also include the feminine and vice versa.

### THE PERIOD OF INSURANCE

- (1) Insurance coverage incepts:
  - (a) in respect of Section (4) "Cancellation and Curtailment", from the later of the date of issue of this Policy or 21 days before the Insured Person leaves his residence in Hong Kong to commence his overseas journey;
  - (b) in respect of all other Sections, from the time the Insured Person leaves his residence in Hong Kong to commence his overseas journey.
 Insurance coverage terminates upon the Insured Person's homeward arrival in Hong Kong or upon the expiry of the Period of Insurance specified in the Schedule whichever shall first occur.
- (2) Notwithstanding paragraph (1) above, in the event of:
  - (a) delay or non-availability of aircraft or surface transport vehicle through no fault of the Insured Person;
  - (b) hijack of the aircraft in which the Insured Person is travelling as a fare-paying passenger; or
  - (c) Bodily Injury or Sickness or compulsory quarantine of the Insured Person;
 the Period of Insurance shall be automatically extended until the Insured Person's homeward arrival in Hong Kong or the expiry of a period of 15 days following termination of the Period of Insurance specified in this Policy whichever shall first occur.

### RESTRICTION AS TO THE AREA OF TRAVEL

- (1) If the Schedule specifies the Area of Travel as "Travelling in Asia Only", the indemnity provided by this Policy shall not apply to Bodily Injury Sickness Medical Expenses or loss damage liability expenses occurring or incurred outside Asia. For this purpose, "Asia" is held to include Brunei Cambodia China Guam Indonesia Japan Korea Laos Macau Malaysia Myanmar Philippines Singapore Taiwan Thailand and Vietnam.
- (2) This exclusion however shall not apply:
  - (a) to transit passage directly to or from Asia or transit stops in the immediate vicinity of international airports or shipping terminals; or
  - (b) if the Insured Person and/or property insured are outside Asia due to circumstances beyond the Insured Person's control.

### SECTION (1) - PERSONAL ACCIDENT

#### (1)(A) Personal Accident Cover

The Company will pay to the Insured the undernoted percentages of the Capital Sum Insured specified in the Schedule for the respective Insured Person if the Insured Person shall during the Period of Insurance sustain Bodily Injury which shall independently of any other causes within twelve calendar months result in the Insured Person's:

- |                                   |      |                                  |      |
|-----------------------------------|------|----------------------------------|------|
| (a) Death                         | 100% | (b) Permanent Total Disablement  | 100% |
| (c) Loss of two limbs or two eyes | 100% | (d) Loss of one limb and one eye | 100% |
| (e) Loss of one limb or one eye   | 50%  | (f) Major Burns                  | 20%  |

#### Provided that:

- (a) compensation shall not be payable under more than one item of Benefits (a) to (f) in respect of any one incident of Bodily Injury and the total liability of the Company shall in no event exceed the Capital Sum Insured for the Insured Person;
  - (b) Permanent Total Disablement shall mean disablement by reason solely of Bodily Injury necessarily and permanently resulting in the Insured Person's incapacity of attending to business profession or occupation of any and every kind or if the Insured Person has no business profession or occupation in his confinement to the house and prevention from attending to his usual duties;
  - (c) permanent total loss of sight shall be treated as loss of eye;
  - (d) loss of limb shall mean the loss of a hand or a foot by physical severance at or above wrist or ankle or permanent total loss of use of an entire arm or hand or an entire leg or foot;
  - (e) Major Burns shall mean a third degree burns with the destruction of the skin of the Insured Person to its full depth and damage to the tissue beneath with burnt areas equal to or greater than (i) 2% of the total head surface area, or (ii) 10% of the total body surface area;
  - (f) notwithstanding anything in this Policy to the contrary, Benefits payable in respect of Insured Persons aged 16 or below shall not exceed HK\$250,000;
  - (g) in the event of the death of the Insured, Benefits shall be paid in accordance with the provisions of General Condition (3).
- (1)(B) Dangerous Sports Extension  
Benefits under Sub-section (1)(A) shall be payable in the event of Bodily Injury caused solely and directly by the Insured Person engaging in hunting, climbing necessitating the use of ropes or guides, winter sports or underwater activities (other than scuba diving) provided that the Capital Sum Insured payable shall be reduced by 50%.
- (1)(C) Public Conveyance Extra Benefit  
The Capital Sum Insured payable by the Company pursuant to Sub-section (1)(A) shall be automatically increased by 50% if the Bodily Injury of the Insured Person is caused by an accident whilst the Insured Person is travelling as a fare-paying passenger on board a Public Conveyance provided that:
- (a) no benefit will be payable by the Company under Sub-section (1)(C) if the Insured Person has made any statement that disclaims or discharges the liability of the Public Conveyance;
  - (b) the extra benefit payable pursuant to the provisions of Sub-section (1)(C) shall in no event exceed HK\$2,000,000 for each Insured Person.

## SECTION (2) - MEDICAL EXPENSES

### (2)(A) Medical Expenses

The Company will indemnify the Insured against Medical Expenses necessarily and reasonably incurred by the Insured Person as a direct result of Bodily Injury or Sickness **provided that:**

- subject to paragraph (c) hereunder, the Company's indemnity applies only to Medical Expenses incurred by the Insured Person during the Period of Insurance prior to his return to Hong Kong;
- only in the event of the Insured Person sustaining Bodily Injury, the expression "Medical Expenses" also extends to include the costs of treatment by a qualified dental surgeon;
- notwithstanding paragraph (a) above and subject to paragraph (d) hereunder, Medical Expenses up to a limit of HK\$50,000 incurred by an Insured Person during a period of 30 days immediately following his return to Hong Kong shall also be recoverable from the Company. Follow-up Medical Expenses under this Sub-section also includes treatment by a Chinese Medicine Practitioner for Chinese bone-setting and/or acupuncture arising from Bodily Injury subject to a sub-limit of HK\$150 per visit per day and up to HK\$5,000 for each Insured Person;
- under no circumstances shall the Company's aggregate liability under Sub-section (2)(A) exceed (i) HK\$500,000 in respect of any Insured Person aged 16 or below or (ii) HK\$1,000,000 in respect of all other Insured Persons provided that in respect of hospital room and board charges, a sub-limit of HK\$2,500 per day shall apply.

### (2)(B) Dangerous Sports Extension

In the event of Bodily Injury caused solely and directly by the Insured Person engaging in hunting, climbing necessitating the use of ropes or guides, winter sports or underwater activities (other than scuba diving), the Medical Expenses under Sub-section (2)(A) shall be payable **provided that** the Company's liability shall be limited to 50% of the respective amounts.

### (2)(C) Overseas Hospital Cash Allowance

The Company will pay for cash benefits in consequence upon the Insured Person's Hospital Confinement outside Hong Kong as an in-patient due to Bodily Injury or Sickness covered under this Policy **provided that:**

- no payments will be made if the Hospital Confinement is less than 24 hours;
- the total amount of cash benefits payable by the Company under Sub-section (2)(C) shall in no event exceed HK\$6,000 subject to HK\$200 per each complete day's Hospital Confinement.

### Special Exclusions applicable to Section (2)

The Company will not be liable in respect of:

- expenses related to special or private nursing;
- expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, and medical equipment and accessories;
- expenses related to treatment or services undertaken without the related recommendation of a Medical Practitioner; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a suspected covered Bodily Injury or Sickness sustained during the journey within the Period of Insurance;
- medical expenses incurred after 180 days of the date of the Bodily Injury or Sickness contracted or sustained during overseas journey;
- medical expenses relating to acute altitude disease.

## SECTION (3) - WORLDWIDE EMERGENCY MEDICAL ASSISTANCE SERVICES

In the event of the Insured Person having suffered serious Bodily Injury or Sickness whilst travelling outside Hong Kong, the Company will, where medically necessary, arrange and pay for the following services through the assistance of Inter Partner Assistance Hong Kong Limited (hereinafter called "IPA"):

### (3)(A) Emergency Medical Evacuation

IPA's medical team may recommend hospitalization in a medical facility where the Insured Person can be suitably treated and arrange:

- the transfer of the Insured Person to the nearest hospital or medical facility; or
- if necessary, on medical grounds, the transfer of the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to an hospital more appropriately equipped for such Bodily Injury or Sickness;
- if the Insured Person's conditions permit, the direct repatriation of the Insured Person to an appropriate hospital or medical facility in Hong Kong, including road ambulance transfers to and from the airports, with necessary medical supervision by scheduled airline.

### (3)(B) Repatriation After Local Treatment

Following local emergency treatment and if medically necessary according to the joint and exclusive decision of the attending Medical Practitioner and IPA's medical team and/or the Company's medical advisers, the Company will arrange and pay for the repatriation of the Insured Person to Hong Kong by scheduled airline (on economy class) or any other appropriate means of transportation (on economy class) including any supplementary transportation to and from the airport if the original ticket of the Insured Person is not valid for this purpose.

### (3)(C) Hospital Deposit Guarantee

The Company shall provide guarantee or pay any required hospital admittance deposit on behalf of the Insured Person in the event of a Bodily Injury or Sickness requiring hospitalization outside Hong Kong **provided that:**

- there is a valid claim under Section (2) and the amount payable under Sub-section (3)(C) shall be deducted from the "Medical Expenses" Benefit;
- the Company's liability under Sub-section (3)(C) shall be limited to HK\$40,000.

### (3)(D) Repatriation Of Unattended Children

In the event of the death of the Insured Person which results in a claim under Section (1) or his Bodily Injury or Sickness which results in a claim under Section (2), the Company will, where circumstances so warrant, arrange and pay for the cost of a scheduled airline ticket (on economy fare basis) for any children under 17 years of age left unattended overseas on their return journey to Hong Kong if the original ticket is not valid for the return. If necessary, the Company will also pay for a qualified attendant to accompany any such dependent children for return journey provided that the Company's liability under Sub-section (3)(D) shall not exceed HK\$40,000.

### (3)(E) Compassionate Visit

In the event of the Insured Person's Bodily Injury or Sickness which results in a claim under Section (2) and which necessitates the hospitalization of the Insured Person overseas for more than 7 consecutive days or in the event of death of the Insured Person resulting in a claim under Section (1), the Company will arrange and pay for the costs of a return scheduled airline ticket (on economy class) or any other reasonable transportation means (on economy class) for a close relative or a designated person to travel from Hong Kong to the place where the Insured Person is hospitalized or died and to pay for the reasonable costs of hotel accommodations up to HK\$1,200 per day for up to a maximum period of 5 consecutive days provided that the Company's liability under Sub-section (3)(E) shall not exceed HK\$40,000.

### (3)(F) Repatriation Of Mortal Remains

In the event of the Insured Person sustaining death during the Period of Insurance as a direct result of Bodily Injury or Sickness arising from causes/circumstances not excluded under the terms and conditions of this Policy, the Company shall pay for the costs of repatriating the body or ashes of the deceased Insured Person to Hong Kong or pay for the funeral expenses incurred in the country where such death took place provided that the Company's liability under Sub-section (3)(F) shall not exceed HK\$30,000 any one deceased Insured Person.

### (3)(G) Worldwide 24-Hour Emergency Assistance

The Company has arranged with IPA for the Insured or the Insured Person to access 24-hour Hotline at (852) 2861-9232 (on collect call or reverse charged basis) for medical advice, travel or routing information and/or legal advice.

### Special Exclusions applicable to Section (3)

The Company shall not be liable for:

- any costs and/or expenses in respect of the services rendered without authorization of the Company and/or intervention of IPA;
- any costs and/or expenses which would have been payable if the event giving rise to the intervention of IPA had not occurred;
- any costs and/or expenses in respect of rest cure or sanatorium care to the Insured Person;
- any expenses more specifically covered under any insurance policy;
- any claim relating to contagious disease requiring quarantine or isolation by law or the commercial carrier;
- any claims in respect of delays or failures in providing emergency assistance services under the respective Sub-sections directly or indirectly caused by or resulting from any acts of God or any event of Force Majeure which prevents IPA and/or the Company from providing such assistance services.

### Special Conditions applicable to Section (3)

- Where the Company has arranged for the repatriation, the Insured Person shall surrender to the Company the unused portion of his original air ticket.
- Any decision on what constitutes necessary repatriation or evacuation of the Insured Person shall be made jointly and exclusively by the attending Medical Practitioner and IPA and/or the Company.
- In the event of services are required under this Section (3), the Insured Person or his representative shall contact IPA's 24-hour Emergency Assistance Hotline at (852) 2861-9232. The party making such call will be required to firstly identify Name of the Company and then the Insured Person's Name, his Policy Number, and his Hong Kong Identity Card or Passport Number as well as nature of assistance, the location and contacts. After validation and subject to consent of the Company, IPA or its authorized representatives will provide services and settle the bills as required in accordance with the terms, conditions and exclusions of this Policy.

## SECTION (4) - CANCELLATION AND CURTAILMENT

The Company will indemnify the Insured against losses incurred by the Insured Person as a result of the cancellation or curtailment of his intended journey in respect of:

- service charges levied by an airline for changing reservations;
- deposits or payments in advance for travel and accommodation which shall have already been paid or contracted to be paid at the time of cancellation or alteration of the Insured Person's intended journey and which are not refundable or recoverable from any sources;
- reasonable additional transportation and accommodation expenses including reimbursement of outward and return travel costs necessarily incurred resulting from such cancellation rescheduling or shortening of the intended journey.

**Provided that** such cancellation or curtailment of the intended journey is necessitated by:

- hijack of the conveyance in which the Insured Person is travelling as a fare-paying passenger;
- Bodily Injury Sickness or compulsory quarantine of the Insured Person;
- bodily injury or sickness of the Insured Person's spouse parents (in-law) sibling children close business associate or travelling companion;
- jury or witness service of the Insured Person;
- the Insured Person's home being rendered uninhabitable by the occurrence of fire explosion or earthquake;
- strike industrial action or adverse weather or mechanical breakdown of the conveyance in which the Insured Person has been booked to travel resulting in delay of at least 24 consecutive hours from the time specified by the carrier;
- the Company's liability under Section (4) shall be limited to HK\$30,000 any one Insured Person.

## SECTION (5) - PERSONAL LUGGAGE

### (5)(A) Personal Luggage

The Company will indemnify the Insured against all risks of accidental loss or accidental damage to Personal Luggage belonging to the Insured Person, including clothing, golf equipment and personal effects worn or carried and articles purchased by the Insured Person during the Period of Insurance, directly caused by fire, theft, burglary, natural disasters, accidents or mishandling by carriers whilst the Personal Luggage is away from the Insured Person's usual residence.

The Company shall at its option pay repair or replace such lost or damaged Personal Luggage and the Company's indemnity shall be limited to the value of the Personal Luggage at the time of its loss or damage, ie after deduction of depreciation for such loss or damage and shall in no case exceed HK\$3,000 any one article or HK\$15,000 in the aggregate for each Insured Person provided that the Insured Person shall take reasonable precautions to ensure the safety of the Personal Luggage, including to safeguard his accompanied Personal Luggage and not leave them unattended in a public place.

#### Special Exclusions applicable to Section (5)(A)

The Company shall not be liable for :

- loss or damage to cash banknotes currency notes bonds negotiable instruments title deeds manuscripts plastic money (including credit cards and Octopus cards etc) securities of any kind passports visas travel tickets transportation accommodation or any other travel vouchers or coupons business merchandises or samples;
- loss or damage to any pager, mobile phone, portable personal data storage or processing equipment, portable telecommunication equipment or devices, computer equipment, software and their accessories, foodstuffs, animals, antiques, objects of art or sculpture;
- breakage of fragile or brittle articles of every description contact or corneal lenses china glass or porcelain;
- loss or damage due to delay confiscation detention or examination by custom or other officials or authorities;
- loss or damage arising from wear-and-tear moth inherent vice vermin atmospheric or climatic conditions gradual deterioration or depreciation denting scratching chipping mechanical or electrical breakdown or derangement faulty design or workmanship or in connection with any process of cleaning dyeing repairing or restoring or overwinding of watches or clocks;
- loss or damage to property shipped under a bill of lading or non-negotiable receipt or as unaccompanied luggage or sent by postal services;
- loss due to mysterious disappearance or unexplained loss;
- loss of or damage to any property that is left behind or unattended in a conveyance or public place;
- loss of golf balls unless contained in the golf bag which is lost at the same time or damage to golf balls in play.

Where any insured item consists of articles in a pair or set the Company shall not be liable for more than the proportionate value of any particular part which may be lost or damaged without reference to any special value which such article or articles may have as a part of such pair or set.

### (5)(B) Luggage Delay

The Company will pay for the actual expenses up to a sub-limit of HK\$2,000 incurred for emergency purchases of essential items of toiletries or clothing or requisites if the Insured Person suffers temporary deprivation of Personal Luggage for at least 8 hours from the time of arrival at destination outside Hong Kong due to delay or misdirection in delivery during the journey.

#### Special Exclusions applicable to Section (5)(B)

The Company shall not be liable :

- if the delay has not been certified by an official "Property Irregularity Report" from the airline or in writing from the tour operator;
- if the delay is as a result of detention or confiscation by customs or other law enforcing officials;
- for any loss which occurred after the Insured Person returns back to Hong Kong or reaches his final destination.

### (5)(C) Lost of Travel Document

In the event that Travel Document of the Insured Person has been lost or damaged resulting from fire theft burglary natural disasters or accidents during the overseas journey, the Company will pay for the actual expenses reasonably and necessarily incurred to obtain replacement of lost or damaged Travel Document as well as costs of additional transportation (on economy class basis) and/or hotel accommodation expenses reasonably incurred in direct consequence of accidental loss of or damage to the Travel Document provided that the Company's liability under Sub-section (5)(C) shall in no event exceed HK\$2,000.

#### Special Exclusions applicable to Section (5)(C)

The Company shall not be liable for :

- any loss which the Insured Person fails to report to the police local authorities airlines or carriers within 24 hours or as soon as practicable upon discovery of such loss;
- any loss contributed to by the Insured Person leaving the Travel Document unattended in a public place;
- any fines or penalties incurred due to non-replacement or late replacement of the Travel Document;
- loss of any Travel Document which is not necessary to complete the journey.

## SECTION (6) - LOSS OF MONEY

The Company will indemnify the Insured against loss or theft of Money (defined as cash, banknotes, travellers cheques, postal or money orders) and/or loss due to unauthorised use of lost credit cards belonging to the Insured Person occurring during the Period of Insurance and whilst the Insured Person is away from his usual residence provided that:

- the Company shall not be liable in respect of depreciation in value or shortage due to errors or omissions;
- the Company's liability under Section (6) shall in no event exceed HK\$4,000 for all losses sustained by any Insured Person during the Period of Insurance;
- all losses must be reported to the Police ship's purser aircraft captain carrier or tour operator hotel restaurant or other proprietors and, for loss of credit cards, additionally to the issuer of the credit cards, within 24 hours of discovery of the loss and evidence of such report shall be provided to the Company.

## SECTION (7) - FLIGHT DELAY

Either Benefits (7)(A) or (7)(B) stated below shall be payable by the Company in the event that the Insured Person's scheduled Public Conveyance is delayed for at least 8 consecutive hours during the departure of his overseas journey due to adverse weather conditions natural disasters strike industrial actions hijack mechanical breakdown or derangement of aircraft or Public Conveyance until his journey recommences on the first available alternative transportation offered by the carrier or Public Conveyance.

### (7)(A) Additional Public Conveyance Expenses

The Company shall pay an amount up to the sub-limit of HK\$5,000 in respect of additional Public Conveyance expenses by alternative means on the same class as a direct consequence of travel delay.

### (7)(B) Cash Allowance

The Company shall pay for a cash benefit of HK\$250 for an initial delay of at least 8 consecutive hours and HK\$250 for each subsequent 8-hour period up to the sub-limit of HK\$2,500 for each Insured Person.

Provided that :

- Each Insured Person can claim either Benefit (7)(A) or (7)(B) and not both;
- in the event of a claim under this Section, the Insured Person shall obtain written confirmation from the carrier or its agents stating the number of hours of delay and the reason for such delay.

#### Special Exclusions applicable to Section (7)

The Company shall not be liable for :

- the travel delay arises from an act of omission on the part of the Insured Person, including the failure to confirm the advance booking or check in or arrive at the departure gate at the scheduled time before departure;
- the Insured Person has not secured a confirmed advanced booking prior to the commencement of an industrial action, adverse weather conditions, natural disasters, hijack or mechanical breakdown of aircraft or Public Conveyance concerned.

## SECTION (8) - PERSONAL LIABILITY

The Company will indemnify the Insured against legal liability incurred by the Insured Person to a third party arising out of any event occurring during the Period of Insurance in respect of :

- accidental death or bodily injury of any person; or
- accidental loss of or damage to property of any person.

Provided that the Limit of Indemnity under this Section, including costs and expenses incurred by or on behalf of the Insured or the Insured Person with the written consent of the Company, is limited to HK\$2,000,000 Any One Loss Occurrence irrespective of the number of claimants.

#### Special Exclusions applicable to Section (8)

The Company's indemnity under this Section shall not apply to :

- death or bodily injury of any family-member or employee of the Insured or of the Insured Person;
- loss of or damage to property belonging to or in the custody or control of the Insured or the Insured Person or a family-member or an employee of the Insured or of the Insured Person;
- liability which attaches by virtue of an agreement and which would not have attached in the absence of such agreement;
- any claim where the Insured or the Insured Person has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of the Company;
- liability arising from advice design specification or services provided or given in a professional capacity by the Insured or the Insured Person;
- liability arising out of or in the course of the Insured or the Insured Person engaging in any employment occupation trade or business activities;
- liability arising from anything which the Insured or the Insured Person has manufactured sold supplied or serviced;
- fines penalties punitive aggravated or exemplary damages awarded against the Insured or the Insured Person;
- the ownership or occupation of land or property by the Insured or by the Insured Person other than occupation of temporary holiday accommodation;
- ownership possession hire use of horses vehicles lifts aircraft or any kind of watercraft;
- judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

#### Special Conditions applicable to Section (8)

In connection with any claim(s) indemnifiable under this Section, the Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which any such claim(s) can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under this Policy in connection with such claim(s) except for costs and expenses recoverable from the Insured or incurred with the written consent of the Company in respect of matters prior to the date of such payment.

## SPECIAL EXCLUSIONS APPLICABLE TO SECTIONS (4) AND (7)

The indemnity under this Policy shall not apply in the event of:

- (a) the Insured Person's failure to:
  - (i) check in for the departure of the transport conveyances by the time specified by the carrier; or
  - (ii) act upon the instructions of the carriers or their agents or the airport or port authority as appropriate; or
- (b) strike or industrial action which has commenced or has been announced at the time this Policy is purchased.

## SPECIAL EXCLUSIONS APPLICABLE TO ALL SECTIONS EXCEPT SECTION (8)

- (1) The Company shall not be liable for the consequences occasioned by or happening through:
  - (a) suicide or attempted suicide, intentional self-inflicted bodily injuries, wilful exposure to needless peril except in an attempt to save human life, pregnancy maternity abortion miscarriage childbirth venereal and/or sexually transmitted disease;
  - (b) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
- (2) The Company shall not be liable for the consequences occasioned by or happening through the Insured Person:
  - (a) engaging in or practising for scuba diving, boxing, bungee-jumping, trekking at an altitude limit greater than 5,000 meters above sea level, hang-gliding, hunting, ice-hockey, motor competition, parachuting, polo, potholing, racing of any kind (other than foot-racing), rallies, raftering, show-jumping, skydiving, steeple-chasing, water-ski jumping and tricks, or sports in a professional capacity;
  - (b) being in or on or entering into or descending from any aircraft other than a fully licensed passenger-carrying aircraft in which the Insured Person is travelling as a passenger and not as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon;
  - (c) being under the influence of intoxicating alcohol or drugs (unless taken according to proper medical prescription and direction of Medical Practitioner and not for treatment of drug addiction);
  - (d) engaging in business travel involving any dangerous assignments projects or occupations of a manual nature;
  - (e) undergoing any treatment not prescribed by or not undertaken by a qualified Medical Practitioner;
  - (f) travelling against the advice of a qualified Medical Practitioner or for the purpose of obtaining medical or surgical treatment.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Company shall not be liable:

- (1) if the Insured or the Insured Person when applying for this Policy has knowledge of any pre-existing medical conditions or of any reason why the journey may have to be cancelled or rescheduled;
- (2) if the Insured Person is below 6 months of age or more than 70 years of age at the commencement of the Period of Insurance unless specifically declared to and accepted by the Company;
- (3) for any claim resulting from wilful malicious criminal unlawful or illegal acts of the Insured or Insured Person or any family member of the Insured or of the Insured Person;
- (4) for any claim resulting from insanity psychiatric or psychological disturbance of the Insured Person;
- (5) for any claim resulting from congenital or hereditary conditions of the Insured Person;
- (6) for any consequential loss or consequential damage of any kind or description including loss of delay unless specifically extended by the Company in writing;
- (7) for any loss damage expense liability directly or indirectly caused by, arising from, or consisting of, in whole or in part:
  - (a) the use or misuse of the Internet or similar facility;
  - (b) any electronic transmission of data or other information;
  - (c) any computer virus or similar problem;
  - (d) the use misuse functioning or malfunctioning of any Internet address, Web site or similar facility or any data therein;
  - (e) any loss of data or damage to any computer system, including but not limited to hardware or software;
  - (f) any infringement, whether intentional or unintentional, of intellectual property rightsAccidental damage to property covered under this Policy shall mean physical damage to the substance of property and shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently the Policy shall exclude:
  - (a) loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage;
  - (b) loss of or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage;
- (8) in respect of any loss damage expense liability bodily injury directly or indirectly occasioned by or happening through or in consequence of:
  - (a) war invasion act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war;
  - (b) mutiny military or popular rising riot strike or civil commotion assuming the proportions of or amounting to a popular rising rebellion revolution insurrection military or usurped power martial law or state of siege or any of the events or causes which determines the proclamation or maintenance of martial law or state of siege;
  - (c) confiscation or nationalization commandeering requisition or destruction of or damage to property by or under the order of any Government de jure or de facto or public municipal or local authority of the country or area in which the Insured Person is travelling;
- (9) in respect of any loss damage expense liability bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
  - (a) nuclear weapons material;
  - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and solely for the purpose of this General Exclusion (9), combustion shall include any self-sustaining process of nuclear fission;
  - (c) asbestos in whatever form or quantity;
- (10) in respect of any loss damage liability bodily injury cost or expense of whatsoever nature directly or indirectly occasioned by or caused by or happening through or resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
It is also agreed that, regardless of any contributory causes, this Policy does not cover any loss damage liability bodily injury cost or expense directly or indirectly arising out of (a) biological or chemical contamination; and/or (b) missiles bombs grenades or explosives due to any act of terrorism.

For the purpose of this Exclusion (10):

- (a) "an act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
- (b) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This Exclusion (10) also excludes loss damage liability bodily injury cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of the Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of General Exclusions (8)(a), (8)(b) or (10), any loss damage liability bodily injury cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- (1) The observance of the terms and conditions of this Policy relating to anything to be done or not to be done or complied with by the Insured or the Insured Person shall be condition precedent to any liability of the Company.
- (2) It is warranted that the Insured Person shall take reasonable and proper care in the supervision of his property insured under this Policy and in the event of loss destruction or damage shall take immediate steps to minimize the damage and recover any missing property and give notice to any air transport rail or steamship company or other third party who has custody of the property and/or may be responsible for its loss destruction or damage.
- (3) All benefits payable under this Policy shall be paid to the Insured. Accrued benefits unpaid at the time of the Insured's death shall be paid to the Beneficiary if such has been specified in the Schedule. In the absence of such specification, the accrued benefits shall be paid to the legal personal representative of the Insured's estate. Receipt of payment of benefits by the Insured or the Beneficiary or the Insured's legal personal representative shall be a final and complete discharge of all liabilities of the Company under this Policy. The Insured Person or the Insured Person's estate shall have no right to claim from or sue the Company.
- (4) If any claim under this Policy shall be in any respect fraudulent all benefits under this Policy shall be forfeited.
- (5) Upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy, the Insured or his legal personal representative must give written notice thereof to the Company as soon as reasonably practicable.  
The Insured or his legal personal representative shall at his expense furnish to the Company such certificate information and evidence as the Company may reasonably require. The Company shall be entitled to insist on production of damaged articles and proof as to the existence ownership and cost of articles lost or stolen in the event of a claim under Section (5) and/or (6), or to have a post mortem examination on any deceased Insured Person at the Company's own expense in the event of a claim under Section (1), or to medically examine the Insured Person in the event of a claim under Section (1), Section (2), or Section (3).  
The Insured or the Insured Person must not admit deny or negotiate any claim from any third party without the Company's written consent. Any writ summons or other legal document served on the Insured or the Insured Person in connection with a possible claim must be unacknowledged and sent to the Company immediately. The Company shall be entitled to at its discretion take over the conduct defence or settlement of any third party claim.  
The Company shall be entitled to use the name of the Insured or the Insured Person to enforce recovery rights against any other person at its own expenses whether before or after indemnification is received under this Policy and the Insured is required to provide assistance to the Company as and when requested.
- (6) If any loss damage or legal liability covered under this Policy is also covered by any other insurance, the Company shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance. This Condition however shall not be applicable to Sections (1), (2)(C), (3) & (7)(B).
- (7) The Company may at any time by giving written notice to the Insured cancel this Policy. Notice of cancellation may be delivered personally or posted by registered letter to the Insured's address last known to the Company and the cancellation of the Policy shall be effective from the expiry of the seventh day after posting or personal delivery of the notice. After cancellation as aforesaid the Company shall on application by the Insured refund the amount of unearned premium on a pro rata basis.
- (8) This Policy is subject to the jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.