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UNIVERSAL TRAVEL INSURANCE POLICY

WHEREAS THE POLICYHOLDER by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED. (*hereinafter called "the Company"*) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY witnesses that subject to the terms, exclusions, conditions, limit of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein and collectively referred to as the Terms of this Policy), the Company agrees to indemnify the Insured Person in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance and for each Journey (except as otherwise specified under this Policy).

Provided always that the due observance and fulfillment by the Policyholder or Insured Person or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Policyholder or Insured Person of all the conditions contained or incorporated herein shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purpose of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and save for the word Policyholder, words importing the masculine gender only also include the feminine and vice versa.

PART I – GENERAL DEFINITIONS

Any of the following words and expressions to which a specific meaning has been attached in the Policy, the Schedule/Certificate, endorsement and any memoranda shall bear such specific meanings wherever it may appear.

- 1. Adult:** means a person aged 18 to 75 and being a resident of Hong Kong.
- 2. Bodily Injury:** means death or injury caused solely and directly by accidental, external, violent and visible means and which are independently of any other cause and not by Sickness, disease or gradual physical or mental disorder.
- 3. Certificate:** means the certificate of insurance attached to and forms part of this Policy.

- 4. Child:** means the dependent unmarried legitimate child including stepchild and legally adopted child of the Policyholder or Adult Insured Person who is aged six (6) weeks to seventeen (17), being a resident of Hong Kong and residing in the Policyholder or Adult Insured Person's household and for the entire Journey are:
- (1) travelling with the Adult Insured Person (who must be his parent); or
 - (2) travelling under the custody care of Adult (applicable to minor who is insured on standalone basis and/or who is travelling for the purpose of short-term overseas study)
- 5. Dangerous Activities:** means bungee jump, hang-gliding, parachuting, aviation (other than as a fare paying passenger in a duly certified multi-engined passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly-licensed crew), rafting, speed-boating, jet-skiing, trekking, mountaineering (reasonable requiring the use of ropes or guides), rock-climbing & hot-air ballooning, underwater activities requiring the use of artificial breathing apparatus, and any other similar hazardous activities.
- 6. Family:** means the Adult Insured Person's immediate family which includes themselves, their Spouse and Child named in the Schedule/Certificate of the Policy.
- 7. Home Contents:** means all the Insured Person's furniture, furnishings, home appliances, household and personal belongings including household appliances hired by the Insured Person or the Insured Person's Family.
- 8. Hong Kong:** means the Hong Kong Special Administrative Region
- 9. Insured Person:** means
- (1) an Adult or Spouse or Family or Child named in the Schedule/Certificate, or
 - (2) an Adult employee named in the Schedule/Certificate if the Policyholder is a business entity/Company.
- 10. Journey:** means trips to be taken outside Hong Kong. Such trip shall begin from the time the Insured Person leaves his place of resident or business in Hong Kong (whichever is later) and end at the time the Insured Person returns to his place of resident or business in Hong Kong (whichever is earlier).
- 11. Loss of One Eye:** means the complete and irrecoverable and irremediable loss of the sight of an eye.
- 12. Loss of Hearing:** means permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment
- 13. Loss of One Limb:** means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 14. Loss of Speech:** means total and permanent irrecoverable loss of speech irremediable by surgical or other means of treatment.
- 15. Major Burns:** means the "Third Degree Burns" that has caused full thickness skin

destruction and the total body surface area burnt at least by 10%.

- 16. Medical Practitioner:** means any person legally authorized by the government with jurisdiction in the geographical area of his practice to render medical or surgical service, but excluding a Medical Practitioner who is the Policyholder or Adult Insured Person, or the Spouse or relative of the Adult Insured Person.
- 17. Period of Insurance:** of (1) under Single Travel Plan specified in the Schedule/Certificate means the period when the Insured Person commence the Journey until the time of completion of the Journey except for “item 1 Cancellation under Section 9 in PART II” cover shall be effective immediately when this Policy is issued. In case the Insured Person is unable to complete the Journey by reason of delay of transport due to circumstances beyond the control of the Insured Person then the Period of Insurance shall be automatically extended at no cost for a maximum period of ten (10) days or such period as may be reasonably necessary for the completion of the Journey, whichever is the earlier.
(2) under Annual Travel Plan specified in the Schedule/Certificate means the period commencing on the effective date of insurance as stated in the Schedule/Certificate to cover unlimited number of Journey and terminating on the date of termination of this Policy in accordance with PART IV “Termination of Insurance” with respect to any Insured Person.
- 18. Permanent Total Disablement:** means absolute continuous disablement from engaging in or giving alteration to any gainful occupation or carrying out normal duties in daily life for twelve (12) calendar months and at the end of that time being beyond hope of improvement.
- 19. Policyholder:** means an individual or business entity who owns this Policy and named as Policyholder in the Schedule/Certificate of this Policy.
- 20. Public Conveyance:** means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers, and any regularly scheduled airport limousine operating on fixed routes and schedules.
- 21. Schedule:** means the schedule attached to and forms part of this Policy.
- 22. Sickness:** means unforeseen illness or disease commencing or contracted by the Insured Person during the Period of Insurance which is the direct and independent cause of loss for which the claim is made and which requires the attendance of a Medical Practitioner.
- 23. Spouse:** means the legally married spouse of an Adult Insured Person, aged 18 to 75, and being a resident of Hong Kong.
- 24. Winter Sports:** means skiing, tobogganing, sledding and ice skating, including ice hockey and other non-professional sports requiring snow or ice for play.

PART II – BENEFITS (per Insured Person)

Section 1 – Personal Accident

In the event of Bodily Injury sustained by an Insured Person during the Period of Insurance the Company shall pay benefits in accordance with the followings:

<u>Benefits</u>	<u>Percentage of the maximum benefit payable under the Schedule/Certificate</u>
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Major Burns	100%
4. Loss of both Eyes or Limbs or; Loss of One Eye and One Limb	100%
5. Loss of One Eye or One Limb	50%
6. Permanent total Loss of Speech or Hearing	50%

Provisions for this Section 1

1. No benefits will be payable unless any one of the above items occurs within twelve (12) months from the date of Bodily Injury.
2. The amount payable under Major Burns is calculated in accordance with the percentage of total body surface area burnt.
3. The maximum amount of all benefits payable for one or more Bodily Injuries sustained by each Insured Person during the Period of Insurance or on each policy year for “Annual Travel Plan” shall not exceed 100% of the amount specified in the Schedule/Certificate of this Policy.

Double Indemnity Clause (applicable to Insured Person at the time of injury is aged 18 to 70 under “Single Travel Plan” and provided that such benefit is stated in the Schedule/Certificate)

The maximum benefit payable under the Schedule/Certificate for “Personal Accident” shall be doubled in the event of the Insured Person sustained accidental death or Permanent Total Disablement whilst travelling as a fare-paying passenger on board a Public Conveyance licensed to carry passengers.

Section 2 – Compassionate Death Cash Benefit

In the event of death of the Insured Person during the Period of Insurance as a result of Bodily Injury & Sickness, the Company shall immediately pay such cash relief amount specified in the Schedule/Certificate of this Policy to the Insured Person’s beneficiary or the legal estate in the absence of beneficiary designation, provided that evidence of proof of loss is obtained from at least two (2) senior personnel of travel agent/organization or through the 24-Hour Emergency Assistance Company or through media broadcasting. In the absence of such proof, benefit will only be payable with the evidence after receipt of the police report or death report.

Section 3 – Medical and Relevant Expenses

The Company shall pay up to the amount specified in the Schedule/Certificate for each sick or injured Insured Person in respect of:

- 3.1 medical, hospital, treatment expenses (including cost of emergency dental treatment as a result of accident only); emergency transportation to a registered medical institution and additional accommodation and travelling expenses (including such additional expenses of a relative or friend required on medical advice to travel or remain behind with the Insured Person) necessarily incurred outside Hong Kong and within twelve (12) months of the date of incident giving rise to the claim as a direct result of Bodily Injury sustained by or Sickness of the Insured Person and occurring during the Period of Insurance.
- 3.1.1 reasonable additional hotel and repatriation costs to Hong Kong, necessarily and unavoidably incurred as a result of :
- (1) death, Bodily Injury or Sickness of the Insured Person's Spouse, parent, parent-in-law, child, brother, sister, fiancé, fiancée, grandparent or close business partner, who are resident in Hong Kong or
 - (2) hi-jack, riot or civil commotion which first occurs during the Period of Insurance.
- 3.2 the necessary medical, hospital and treatment expenses reasonably incurred by the Insured Person in Hong Kong within three (3) months after the Insured Person's return from abroad: including the cost of a private ambulance, professional home-nursing fees, Chinese herbalists and bonesetters fees. Such expenses should be resulted from an accident or Sickness abroad and occurred during the Period of Insurance.
- 3.3 reasonable charges in the event of death for :
- (1) burial of the Insured Person in the locality; or
 - (2) transportation of body of the Insured Person to Hong Kong; or
 - (3) cremation of the Insured Person and transportation of ashes to Hong Kong.
- 3.4 daily hospital cash benefit: payable for hospital confinement exceeding twenty-four (24) hours either outside Hong Kong or immediately return to Hong Kong as a result of Insured Person's Bodily Injury sustained or Sickness contracted during the Period of Insurance.

In no event shall the total amount payable under item 3.1 to 3.3 exceed 100% the amount stated in item 3.1 specified in the Schedule/Certificate of this Policy for each Insured Person.

Exclusions for this Section 3

The Company shall not be liable for :

1. treatment or aid obtained in Hong Kong except as specifically covered in item 3.2 & 3.4 under this section,
2. surgery or medical treatment which in the opinion of the Medical Practitioner treating the Insured Person can be reasonably delayed until the Insured Person returns to Hong Kong,
3. cost of single or private room accommodation at a hospital, clinic or nursing home, except in the opinion of the Medical Practitioner, it is deemed necessary for the Insured Person for such accommodation,
4. dental care or treatment, except as necessitated by Bodily Injuries to sound natural teeth occurring during the Period of Insurance,
5. treatment expenses of Chinese herbalists and bonesetters except as specifically covered in item

- 3.2 under this section, or
6. claims not supported by official receipts, medical certificates and diagnosis reports, showing the nature of the Bodily Injury or Sickness, issued by the attending registered Medical Practitioner.

Section 4 - Baggage and Personal Effects

The Company shall pay up to the amount specified in the Schedule/Certificate in all for each Insured Person as a result of loss of or damage to baggage taken, sent in advance or purchase on the trip (including clothing and personal effects worn or carried on the person, trunks, suitcases and the like receptacles) owned by the Insured Person, occurring during the Period of Insurance.

In the event that the Insured Person purchases a comparable replacement for the lost article, the Company will pay the replacement cost providing the lost article is not more than two (2) years old at the date of loss. If the Insured Person cannot prove the age of the lost article or the article is more than two (2) years old, the Company will deal with the claim on the basis of intrinsic value of the article, or the cost of repair, whichever is the lower. If any article is proven beyond economical repair, the Company will deal with the claim as if the article had been lost.

Exclusions for this Section 4

The Company shall not be liable for:

1. loss or damage arising from delay or confiscation or detention by Customs or other official,
2. loss or damage to stamps, contact or corneal lenses or damage to fragile articles,
3. loss of cash, banknotes, negotiable instruments, bonds or securities, deeds, plastic money (including credit cards and Octopus cards etc.) and other instruments of payment or documents of any kind, passports, visas, air tickets, transportation and accommodation or any other travel vouchers or coupons.
4. loss or damage to any pager, mobile phone, portable telecommunication equipment, personal digital assistant (PDA), computer equipment, software or accessories.
5. business goods or samples, data recorded on tapes, cards, discs or otherwise,
6. normal wear and tear, gradual deterioration or mechanical or electrical breakdown or derangement,
7. loss or damage whilst in the custody of an airline or other carrier, unless such loss or damage is reported immediately on discovery and a "Property Irregularity Report" is obtained from an airline, or
8. losses not reported to the police at the place of loss within 24 hours of discovery nor a report obtained

Section 5 - Delayed Baggage

The Company will pay up to the amount specified in the Schedule/Certificate in all for each Insured Person for emergency purchases for each Journey of essential items or clothing or requisites consequent upon temporary deprivation of baggage from time of arrival at destination abroad due to misdirection in delivery or hi-jack.

The Insured Person is not entitled to claim under both Sections 4 and 5 under this PART II for the loss of or damage to the same item.

Section 6 - Personal Money and Travel Documents

The Company shall pay up to the amount specified in the Schedule/Certificate in all for each Insured Person in respect of:

1. loss as a direct result of robbery of cash, bank notes, cheques, travelers' cheques, money orders taken on Journey.
2. cost of obtaining replacement passports, visas, travel tickets and other travel documents lost during the Period of Insurance.

Exclusions for this Section 6

The Company shall not be liable for:

1. loss or damage arising from delay or confiscation or detention by Customs or other official,
2. loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline, a "Property Irregularity Report" is obtained from an airline,
3. shortages due to error, omission, exchange or depreciation in value,
4. loss not reported to the police at the place of loss within 24 hours nor a report obtained, or
5. loss of travellers' cheques not immediately reported to the local branch or agent of issuing authority.

Section 7 - Personal Liability

The Company shall indemnify the Insured Person for legal liability to a third party up to the amount specified in the Schedule/Certificate arising during the Period of Insurance as a result of:

1. Bodily Injury (including death or disease) to any person,
2. accidental loss of or damage to property.

In addition, the Company shall indemnify the Insured Person for:

- (a) legal costs and expenses recoverable by any claimant from the Insured Person, and
- (b) the Insured Person's legal costs and expenses incurred with the prior written consent of the Company.

In any event the indemnity in this Section 7 shall not apply in respect of judgments that are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.

Exclusions for this Section 7

The Company shall not be liable for any claims arising directly or indirectly from, in respect of or due to:

1. employer's liability, contractual liability or liability to a member of the Insured Person's Family,
2. property belonging to or held in trust or in the care, custody or control of the Insured Person,
3. any willful, malicious or unlawful act, or use of firearms,

4. pursuit of trade, business or profession,
5. ownership or occupation of land or buildings (other than occupation of any temporary residence),
6. ownership, possession or use of vehicles, aircraft or watercraft,
7. legal costs resulting from any criminal proceedings,
8. the influence of intoxicating liquor, mountaineering, Winter Sports, ski racing in major events, ski-jumping, ice hockey, the use bobsleighs or skeletons, riding or driving in races or rallies, or
9. liability arising from animals.

Section 8 - Travel Delay/Re-routing

In the event of departure of the aircraft or sea vessel in which the Insured Person had arranged to travel is delayed (the delay being calculated from the departure time of the aircraft or sea vessel specified in the itinerary) from the time specified in the itinerary supplied to the Insured Person due to the strike, industrial action, adverse weather conditions or mechanical breakdown derangement of that aircraft or sea vessel or due to grounding of an aircraft as a result of mechanical or structural defect during the Period of Insurance, the Company will pay up to the amount specified in the Schedule/Certificate of this Policy for each Insured Person on either one of the following item:

1. cash benefit for each delay duration; or
2. additional travel costs including alternative public transportation costs and accommodation expenses necessarily and reasonable incurred in reaching your planned destination or for your return trip to Hong Kong.

Exclusions for this Section 8

The Company shall not be liable for any claims arising directly or indirectly from, in respect of or due to:

1. failure of the Insured Person to check in according to the itinerary supplied to him and obtain written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for such delay,
2. strike or industrial action existing prior to the date of application for this insurance,
3. late arrival of the Insured Person at the airport or port after check-in or booking-in (except for the late arrival due to strike or industrial action), or
4. claims not supported by report or certificate from airline or shipping company, describing the nature and the number of hours of delay.

Section 9 – Cancellation And Curtailment

1. Cancellation

The Company shall pay up to the amount specified in the Schedule/Certificate of this Policy in all for each Insured Person as a result of loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the sole benefit of the Insured Person in the event of necessary and unavoidable cancellation of each planned Journey by the Insured Person arising from death, Sickness or serious accident or like event occurring to the Insured Person or his Spouse, parent,

parent-in-law, grandparent, child, brother, sister, fiancé, fiancée or close business partner resident in Hong Kong after this Policy has been effected.

2. Curtailment

The Company shall pay up to the amount specified in the Schedule/Certificate of this Policy in all for each Insured Person in respect of proportional return of the irrecoverable prepaid cost of the planned Journey as shown on the booking invoice, calculated at pro rata for each complete day of the planned Journey lost, due to the necessary and unavoidable curtailment of the planned Journey due to the death, injury, Sickness or hi-jack occurring to the Insured Person, the person with whom the Insured Person is travelling, the Spouse, parent, parent-in-law, grandparent, child, brother, sister, fiancé, fiancée or close business partner resident in Hong Kong and/or additional hotel accommodation incurred to obtain lost travel documents arising out of robbery, burglary or theft provided that such accommodation is no better than that before the loss.

Curtailment herein means abandonment by return to place of residence or place of permanent assignment in Hong Kong of the planned Journey after arrival at the booked destination as shown on booking invoice.

Exclusions for this Section 9

The Company shall not be liable for any claims arising directly or indirectly from, in respect of or due to:

1. government regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the booked Journey (including error, omission or default) by the provider of any service forming part of the booked Journey as well as of the agent or tour operator through whom the Journey was booked,
2. disinclination to travel due to personal decision or financial circumstances of any Insured Person,
3. any unlawful act or criminal proceedings of any person on whom the Journey plans depend, other than attendance of the Insured Person under subpoena as a witness at a Court of Law,
4. failure to notify travel agent/tour operator or provider of transport or accommodation immediately when it is found necessary to cancel or curtail the travel arrangements, or
5. medical conditions or circumstances known to exist on or before commencement of the Journey and/or the date of application for this insurance.

Section 10 - Loss of Home Contents

If the Insured Person's home in Hong Kong suffers loss of or damage to the Home Contents or personal effects as a result of burglary accompanied by forcible and violent entry to or exit from the premises whilst the home is unoccupied during the Period of Insurance, the Company will indemnify the Insured Person for the cost of replacement or repair of such contents or personal effects up to the amount specified in the Schedule/Certificate of this Policy.

Exclusions for this Section 10

1. Loss due to use of any key or duplicate thereof irrespective whether the key belongs to the Insured Person or not.

2. Loss caused or facilitated by the reckless or willful act of the Insured Person or the Insured Person's Family.
3. Loss or damage not reported to the police within 24 hours of discovery.

Section 11 – 24-Hour Emergency Assistance Services and Benefits Hotline : (852) 2861 9235
(on collect call)

If the Insured Person shall suffer serious Bodily Injury or Sickness or is in need of medical, legal administrative emergency assistance outside his country of residence while arising out of and in the course of his Journey, provided that such Journey is not undertaken

- against the advice of the Medical Practitioner and/or
- for the purpose of obtaining or seeking any medical or surgical treatment aboard.

the following emergency assistance services and benefits are available directly from the Emergency Assistance Service upon specific verbal notification by the Insured Person or his personal representative to any of the specified 24-hour Alarm Center, on collect call or reserved charge basis, provided that the Insured Person shall not be entitled to the reimbursement of any such expenses incurred or paid directly by him.

1. Medical Attention, Telephone Medical Advice, Evaluation and Referral Appointment

When medical advice is needed, the Insured Person may call the Emergency Assistance Service's Alarm Center for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured Person shall be referred to another physician or to a medical specialist for personal assessment and the Emergency Assistance Service will assist the Insured Person in making the medical appointment. All physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from the Emergency Assistance Service.

2. Medical Evacuation

Should the Insured Person suffer from Bodily Injury or Sickness outside his country of residence such that Emergency Assistance Service's medical team and the attending physician recommends hospitalization in another medical facility where the Insured Person can be suitably treated Emergency Assistance Service will arrange and pay for:

- (1) the transfer of the Insured Person into one of the nearest hospital and,
- (2) if necessary, on medical grounds to transfer the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Sickness.

The medical team and attending physician will determine the necessary arrangements according to the circumstances.

To complete the Medical Evacuation, the Emergency Assistance Service will in accordance to the condition arrange for the following:

- (1) ambulance to transfer the Insured Person to the airport of departure

- (2) emigration/immigration and customs clearances at the airport of departure/destination
- (3) intensive care equipment
- (4) qualified medical escort (e.g. Anesthesiologist, Cardiologist, GP, Nurse) to stabilize the Insured Person and monitor his condition during the transport
- (5) ambulance on the tarmac to meet the Insured Person and the medical escort at the airport of arrival
- (6) immediate consultation by appropriate specialist upon arrival
- (7) reservation of bed in hospital
- (8) constant monitoring of the medical condition of the Insured Person during his hospitalization by the Emergency Assistance Service's doctor
- (9) liaison with the family of the Insured Person and updating of the evolution of the treatment

3. Repatriation after Treatment

After local treatment, the Insured Person's medical condition in accordance with the medical opinion of both the attending physician and Emergency Assistance Service doctor will not prevent his medically supervised repatriation, the Emergency Assistance Service will arrange and pay for the repatriation of the Insured Person to his country of residence by scheduled airline flight (on one economy class ticket) or any other appropriate means of transportation (on one economy class ticket), including any supplementary cost of transportation to and from the airport, if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to the Emergency Assistance Service. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and the Emergency Assistance Service's Alarm Center under constant medical supervision.

4. Repatriation of Mortal Remains/Ashes

Upon the death of an Insured Person, the Emergency Assistance Service will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and will pay up to the amount specified in the Schedule/Certificate for

- (1) the repatriation of the Insured Person's body or ashes to the Insured Person place of permanent residence, or
- (2) at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that the Emergency Assistance Service's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit. In any event cost of coffin is not covered.

5. Travel Information

The Insured Person may contact the Emergency Assistance Service to obtain the following information and services before starting or during his Journey.

- (1) Update immunizations and vaccinations requirement and needs
- (2) Weather information worldwide
- (3) Airport taxes
- (4) Customs requirements
- (5) Passport and visa requirements

- (6) Consulate and embassies addresses and contact numbers
- (7) Exchange rates
- (8) Banking days
- (9) Language information & arrangement of interpreter services
- (10) Arrangement of child escort
- (11) Transmission of urgent messages in case of Emergency

6. Luggage Retrieval

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

7. Emergency Rerouting Arrangements

The Emergency Assistance Service will assist the Insured Person in reorganizing his flight schedule should an emergency oblige him to alter his original plan.

8. Administration Assistance on Loss of Travelling Document

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

9. Legal Assistance

Worldwide referral of lawyers and solicitors firms at the Insured Person's request.

10. Compassionate Visit

In the event of the Insured Person suffering from serious Bodily Injury or Sickness resulting in hospital confinement outside his country of residence for more than ten (10) consecutive days, the Emergency Assistance Service will arrange and pay for the cost of a return scheduled airline (on economy fare basis) for a relative or designated person of the Insured Person to travel from the Insured Person's country of residence to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and other room services.

11. Return of Unattended Dependent Child to Country of Residence

If any of the Insured Person's travelling dependent child under eighteen (18) years of age is left unattended by reason of the Insured Person's Bodily Injury or Sickness resulting in hospital confinement outside his country of residence or the death of Insured Person, the Emergency Assistance Service will organize and pay for the cost of a scheduled airline ticket (on economy fare basis), for such child to return to his home in the Insured Person's country of residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to the Emergency Assistance Service. If necessary, the Emergency Assistance Service will also hire and pay for a qualified attendant to accompany any such dependent child for return journey.

12. Deposit Guaranteeing of Hospital Admission

In case of hospital admission duly approved by both the attending physician and the Emergency Assistance Service's Alarm Center doctor and the Insured Person is without means of payment of the required hospital admission deposit, the Emergency Assistance Service will on behalf of the Company guarantee or provide such payment up to HK\$40,000 and subject to the condition, covers and limits of Part II Section 3 – Medical and Relevant Expense.

13. Hotel Room Accommodation for Convalescence

The Emergency Assistance Service will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per day for a maximum of 5 (five) consecutive days, incurred by the Insured Person for the sole purpose of convalescence immediately following his discharge from the hospital, and if deemed medically necessary by Emergency Assistance Service's doctor.

14. Unexpected Return to the Country of Residence

In the event of the death of the Insured Person's immediate relative (shall mean parents, spouse, child or siblings) in his country of residence while the Insured Person is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his country of residence, the Emergency Assistance Service will arrange and pay for the cost of a scheduled return airline ticket (on economy class basis) for the return of the Insured Person.

15. Exclusions

- (1) Costs which would have been payable by the Insured Person if the event giving rise to the intervention of Emergency Assistance Service had not occurred.
- (2) Cases of minor Sickness or Bodily Injury with the opinion of the Emergency Assistance Service's doctor can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work, the Emergency Assistance Service will not provide any service to the Insured Person.
- (3) No expenses incurred will be borne by the Emergency Assistance Service if the Insured Person in the opinion of the Emergency Assistance Service's doctor is physically able to return to his country of residence sitting as a normal passenger and without medical escort, unless deemed necessary by the Emergency Assistance Service's doctor.

STUDENT OVERSEAS TRAVEL COVER

This Policy is extended to cover the Insured Person who is travelling for the purpose of short-term overseas study and provided that the Insured Person must be an unmarried full time students in Hong Kong aged between 6 weeks and 23 years old during the Period of Insurance. The entire journey of short-term overseas study for students aged between 6 weeks and 17 years old has to be accompanied by and with the custody care of an adult.

FAMILY COVER

If Family is insured under this Policy, the maximum benefit payable by the Company in respect to each covered Section shall not exceed 200% in aggregate of the amount specified in the Schedule/Certificate of this Policy. (not applicable to Section 10 & 11 and the benefit limit for person at

the time of injury or Sickness is aged under 18 or over 70 in Section 1 & 2).

ONE WAY COVER MEMORANDUM (applicable to “Single Travel Plan” only)

For Insured Person not returning to Hong Kong, cover terminates no later than seven (7) days from scheduled time of arrival at the country of final destination or expiry of the original declared period of insurance whichever is the earlier.

PART III - GENERAL EXCLUSIONS

1. This Policy does not cover claims:

- (1) for any Sickness disease infirmity physical defect or condition, which existed prior to the application for this insurance,
- (2) directly or indirectly occasioned happening through or in consequence of :
 - (a). war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority or riot or civil commotion (except as defined under PART II - Section 3 – Medical and Relevant Expense),
 - (b). professional sports team,
 - (c). accidents whilst engaged in racing (other than on foot), motor rallies or competitions,
 - (d). willfully self-inflicted injury or Sickness insanity, the effect or influence (temporary or otherwise) of alcohol, or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life),
 - (e). nuclear fission, nuclear fusion or radioactive contamination, or
 - (f). kidnap, ransom or any terrorist act.
- (3) in respect of any property more specifically insured or any claim which but for the existence of this insurance would be recoverable under any other insurance,
- (4) for incidents which may give rise to a claim not notified direct in writing to the Company within thirty (30) days after the expiry of the Journey,
- (5) if the Insured Persons are travelling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment,
- (6) for venereal disease or sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex),
- (7) for pregnancy, dystocia, miscarriage or childbirth,
- (8) if the Insured Person is over 75 years of age,
- (9) if the Insured Person is travelling for the purpose of migration or studying (except the Insured Person who is travelling for the purpose of short-term overseas study and who is covered under “Student Overseas Travel Cover”), or
- (10) for delays or failures in providing assistance caused by any strike, war, invasion, act of

foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil, commotion, administrative or political impediments or radioactivity or any other event of force majeure, which prevents the Emergency Assistance Service from providing such assistance service and benefits.

(11) for business travel involving any dangerous assignments, projects or occupation of a manual nature.

(12) arising by engaging in Winter Sports and/or Dangerous Activities (only applicable to the Insured Person at the time of injury or Sickness is aged under 18 or over 70).

2. Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, 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.

For the purpose of this insurance 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This insurance also excludes loss, damage, liability, 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.

If the Company alleges that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.

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

3. IT Clarification Clause

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property 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 following are excluded from this Policy:

- (1) 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. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- (2) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility or data, software or computer programs, and any business interruption losses resulting from such loss or damage.

PART IV – TERMINATION OF INSURANCE (applicable to “Annual Travel Plan” only)

1. Termination by the Policyholder

The Policyholder can terminate this Policy or terminate coverage with respect to any Insured Person by giving thirty (30) days notice in writing to the Company. Such termination shall become effective

- (1) for payment made by monthly installment:

on the date the notice is received by the Company, or the date specified in the notice, whichever is later. The Policyholder is required to pay the difference of the paid monthly installment premium with the minimum premium required by the Company with reference to the “Minimum Premium Table” below.

Period Covered (not exceeding)	Minimum Premium (according to annual premium multiplied by the following respective percentage)
5 months	50%
6 months	60%
7 months	70%
8 months	80%
9 months	90%
Over 9 months	100%

In the event that any claim has arisen or paid under this Policy during the policy year, the Policyholder is required to pay 100% of annual premium as the minimum premium required by the Company.

- (2) for payment made in each year

on the date the notice is received by the Company, or the date specified in the notice, whichever is later. All premium paid annually will at all times be subject to the following premium refund rules:

Premium Refund Rules

Provided no claim has arisen or paid under this Policy during the policy year for an Adult

Insured Person or Adult's Family or each Adult Insured Person or Adult's Family if the Policyholder is a business entity, the Policyholder shall be entitled to the following refund of premium but in no event shall exceed 50% of the annual premium paid:

Period Covered (not exceeding)	Premium Refund
5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	10%
Over 9 months	0%

2. Termination by the Company

- (1) The Company can terminate this Policy by giving thirty (30) days notice in writing to the Policyholder at his last known address. In the event that the Policyholder is out of town, the thirty (30) days notice for Policy cancellation by the Company shall count from the date the Policyholder returns to Hong Kong or sixty (60) days after the Policyholder starts the latest Journey, whichever is earlier. Such termination shall become effective on the seventh (7th) day following the date of such notice being issued. Any premium paid beyond the date of termination will be refunded to the Policyholder on pro-rata basis.
- (2) The Company shall be entitled at any time to terminate this Policy, or subject this Policy to different terms, if the Policyholder has at any time failed to observe the Terms of this Policy or failed to act with utmost good faith.

3. Automatic Termination

This Policy shall terminate forthwith upon the death of the Policyholder. Any Child shall cease to be an Insured Person forthwith upon his death or upon his ceasing to be Child as defined in the PART I – GENERAL DEFINITIONS. With respect to Insured Person who is an employee of the Policyholder, cover will terminate upon his termination of service with the Policyholder.

4. Termination for non-payment of premium

In the event initial premium charged to the Policyholder is not paid, this Policy shall be deemed to have been void from the intended start day of insurance as specified in the Schedule/Certificate. Provided one or more premiums charged to the Policyholder have been paid, non-payment of any subsequent premium shall terminate insurance under this Policy as of the expiry date of the Policy for which the premium has been paid.

PART V – PREMIUM

1. This Policy shall become effective after the Policyholder has paid the premium.
2. Once the cover for "Single Travel Plan" is in effect, no refund of premium is allowed.
3. Premium shall be paid in accordance with the amount stated in the Schedule/Certificate, endorsement and any memoranda and shall be paid on the commencement date of this Policy and 1) upon the Policy expiry date of each subsequent policy year for premium settled in each year or 2) upon the same date in each month thereafter throughout the effective period of this Policy for premium settled by monthly installment basis.
4. If change of premium payment mode is required for "Annual Travel Plan", the Policyholder

shall give notice in writing to the Company at least forty-five (45) days before the coming Policy expiry date, such changes shall become effective only on the first (1st) day of the earliest coming renewal Policy year.

5. If the premium is settled in each year for “Annual Travel Plan”, except for the first year’s premium, the Company will provide the Policyholder one (1) month (not exceeding 31 days) grace period for premium payment for each renewal Policy year. If the required renewal premium is paid by the Policyholder within the grace period, this Policy shall continue to be in effect. If payment is not made within the grace period, this Policy shall become invalid from the Policy expiry date that provides for the said grace period.

PART VI – AUTOMATIC RENEWAL AGREEMENT (applicable to “Annual Travel Plan” only)

Unless written notice of changes in Policy Terms or cancellation has been given by the Company prior to the Policy’s renewal date, this Policy will be renewed automatically upon payment of premium by the Policyholder. No renewal documents are issued and the Policyholder’s existing Policy plus premium payment is the evidence of valid cover under this Policy.

PART VII – DUPLICATE APPLICATION, ADDITIONS OR DELETIONS

1. Duplicate Application

The Policyholder or an Insured Person shall not be covered under more than one “Universal Travel Insurance Policy” issued by the Company for the same insured period. In the event that the Policyholder or an Insured Person is covered under more than one such Policy under the Company, the Company will consider that person to be insured under the Policy that provides the greatest amount of benefit. Where the benefit under each such Policy is identical, the Company will consider that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment that may have been made by or on behalf of that person and the duplicated policy shall be void in respect of such particular Insured Person.

2. Additions or deletions (applicable to “Annual Travel Plan” only)

- (1) The Policyholder is required to notify the Company in writing specifying the name, sex and age of any addition or deletion of Insured Person who is to be covered or deleted under this Policy. In the event of such addition, the Company will charge a pro-rata premium not less than 30% of the annual premium for that Insured Person. In the event of deletion, the Company will refund a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance or 50% of the annual premium paid, whichever is lower for that Insured Person.
- (2) Subject to the approval by the Company with a duly signed endorsement, insurance for such addition or deletion of Insured Person will become effective and commence on the date specified in the endorsement.

PART VIII - GENERAL CONDITIONS

1. **Interpretation:** This Policy and the Schedule/Certificate, memoranda and endorsements

hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule/Certificate, memoranda or endorsements hereto shall bear such meaning wherever it may appear. Should there be any discrepancy between the Chinese and English versions, the English version shall prevail.

2. **Reasonable Care:** The Policyholder or Insured Person must exercise reasonable care to prevent accidents, injury, Sickness, loss or damage.
3. **Fraud:** If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this Policy shall be void and no claim shall be payable.
4. **Claims Notification:**
 - (1) Any occurrence of loss, which may give rise to a claim, should be advised in writing immediately to the Company. The Policyholder or Insured Person shall not be entitled to admit liability on behalf of the Company or to give any representations or other undertakings binding upon them except with the Company's written consent.
 - (2) If medical attention is received for Bodily Injury or Sickness the Policyholder or Insured Person should pay and obtain an official receipt issued by a Medical Practitioner together with a Medical Certificate showing the nature of the injury or Sickness.
 - (3) For any loss or damage to baggage etc. whilst in the custody of carriers (airline, bus company, etc) notification must be given immediately in writing to such carriers and a report should be obtained.
 - (4) Any loss of money or property must be reported to the police at the place of loss within 24 hours of discovery and a report must be obtained.
 - (5) In no event should a claim be notified later than thirty (30) days after the expiry of the Journey. The Policyholder or Insured Person should render his full co-operation during the course of investigation or assessment of the claim.
5. **Payment of Claims:**
 - (1) The Policyholder or the Insured Person may designate a beneficiary at the time of concluding this contract of insurance. In case of absence of such designation, the benefits shall be paid to the legal successors of the Insured Person. The beneficiary for disability or benefits provided, other than PART II Section 1 – Personal Accident, is the Policyholder or Insured Person himself and any designation shall not be accepted.
 - (2) Upon the payment of a claim to the Policyholder or Insured Person under this Policy, any unpaid premium may be deducted from such claim payment.
 - (3) Premium and benefits payable under this Policy shall be in the currency of Hong Kong and based on the exchange rate prevailing at the date of loss.
 - (4) The receipt of the Policyholder or Insured Person or designated beneficiary or legal successors for any compensation payable under this Policy shall in all cases be full and effectual discharge of all liabilities of the Company.
6. **Company's Right After Claim:** The Company shall be entitled to conduct in the name and on behalf of the Policyholder or Insured Person the defense or settlement of any legal action and take proceedings at its own expenses and for its own benefit but in the name of the

Policyholder or Insured Person to recover compensation from any third party in respect of anything covered by this Policy. In the event of the death of the Insured Person the Company shall have the right to have a post mortem at its own expenses.

7. **Other Insurance Policy:** If at the time of any happening giving rise to any loss, damage, expenses or liability for which indemnity is provided under this Policy (except PART II Section 1 – Personal Accident) there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
8. **Interest:** No benefit and expenses payable under this Policy shall carry interest.
9. **Arbitration:** All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrators, then the choice shall be referred to the Chairman of Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Policyholder, Insured Person or Family for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
10. **Prohibition on Trust or Assignment:** This Policy is not assignable and the Policyholder or Insured Person warrants that this Policy is not subject to a trust and will not be made subject to a lien or charge and that this Policy will be kept in the Policyholder's or Insured Person's possession throughout the effective period of this Policy.
11. **Proper Law and Jurisdiction:** This Policy shall be subject to the jurisdiction of Hong Kong and shall in all respects be governed by and construed in accordance with the laws of Hong Kong and the Courts of Hong Kong shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.
12. **Errors and Omissions:** Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to an Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or Terms under this Policy, the true age and facts shall be used in determining whether benefits are secured under the Terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.
13. **Emergency Assistance Notification:**
 - (1) In a life threatening situation, the Insured Person or his representative should always try to arrange for emergency transfer to an hospital near the place of occurrence through the most appropriate and immediate means and then call the Emergency Assistance Service's Alarm Center to provide the appropriate information as soon as possible.

- (2) In the event of Bodily Injury or Sickness resulting in the hospitalization of the Insured Person prior to notifying the Emergency Assistance Service, the Insured Person or his representative, where possible, shall contact the Emergency Assistance Service within three (3) days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, the Emergency Assistance Service shall not be held liable under this Policy.
14. **Repatriation Assistance:** In the event of repatriation, in order to facilitate prompt response, the Insured Person or his representative shall provide:
 - (1) The name, address and telephone number of the hospital or other medical facility where the Insured Person has been taken, and,
 - (2) The name, address and phone number of the attending physician and, if necessary the Insured Person's family doctor.
15. **Emergency Assistance Service:**
 - (1) The Emergency Assistance Service's medical team or other representatives shall have free access to the Insured Person in order to assess the Insured Person's condition. Without reasonable justification for denial of such an access, the Insured Person will not be eligible for further medical assistance.
 - (2) On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation.
 - (3) In the event of repatriation of the Insured Person by the Emergency Assistance Services, the Insured Person shall deliver the unused portion of his ticket, or the value thereof, to the Emergency Assistance Service to offset the cost of such repatriation.
 - (4) The Insured Person or any party will not be entitled to the reimbursement of any expenses without obtaining a prior approval from the Emergency Assistance Service.
 - (5) The Insured Person shall be obliged to use reasonable efforts to mitigate the effects of an emergency.
 - (6) The Insured Person shall cooperate with the Emergency Assistance Service to enable the Emergency Assistance Service to get all documents and receipts from the relevant sources and assisting the Emergency Assistance Service at his expenses in complying with necessary formalities.
 - (7) Any claim with respect to an assistance event or the right to any legal action or claim shall be forfeited unless such claim is filed within two (2) years of the occurrence of such event.

PERSONAL INFORMATION COLLECTION STATEMENT

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of:

- any insurance or financial related product or service or any alterations, variations, cancellation or renewal of the such product or service;
- any claim or investigation or analysis of such claim;
- exercising any right of subrogation; and

may be transferred to:

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies (“Federation”) that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation; and
- any member(s) of the “Federation” by the “Federation” for any of the above or related purposes.

Moreover, Bank of China Group Insurance Company Limited. is hereby authorized to obtain access to and / or to verify any of your data with the information collected by the Federation from the insurance industry.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by Bank of China Group Insurance Company Limited. Requests for such access can be made to the Legal and Compliance Department of the “Bank of China Group Insurance Company Limited” (Tel: 2867 0888 / Fax: 3906 9939).