
EasyShare Travel Plus Insurance Policy

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

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

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

DEFINITIONS

"Bodily Injury" means: -

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

"Close Business Partner" means: -

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

"Hong Kong" means: -

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

"Hospital" means: -

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

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

"Immediate Family Members" means: -

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

"Legally Registered Medical Practitioner" means: -

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

"Loss of Limb" means: -

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

"Loss of Sight" means: -

total and irrecoverable loss of sight.

"Insured Period" means: -

- For Section 3.1 Trip Cancellation: -
the period from the date this Policy is issued or 30 days prior to the scheduled departure date, whichever is later, until commencement of the journey.
- For return trip: -
the period from the time You leave your home or workplace in Hong Kong for the direct purpose of commencing the journey or the inception date of the Insured Period stated in the Insurance Certificate, whichever is later to 2 hours after You arrive at the immigration counter in Hong Kong after completion of the trip or the expiry date of the Insured Period shown in the Insurance Certificate, whichever is sooner.
- For one-way trip: -
the period from the time You leave your home or workplace in Hong Kong for the direct purpose of commencing the journey or the inception date of the Insured Period stated in the Insurance Certificate, whichever is later to 7 days after the scheduled time of arrival at your final destination or the expiry date of the Insured Period, whichever is sooner.

The Insured Period shall not exceed 182 days.

"Public Transport" means: -

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

"Schedule / Insurance Certificate" means: -

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

"Serious Bodily Injury or Serious Sickness" means: -

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

"Sickness" means: -

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

"Suspension of Public Transport" means: -

suspension of Public Transport for more than 1 hour.

"Travel and Accommodation Deposits" means:-

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

"Valuables" means: -

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

"We / Us / the Company / MSIG" means: -

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

"You / the Insured Person" means: -

each of the persons named or specified in the Insurance Certificate, for whom insurance has been arranged. "You" also means the person or company named as the Insured in the Insurance Certificate.
(with "your" being the possessive noun for You as defined)

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

SUMMARY OF BENEFITS

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

Section	Benefits	Maximum Benefits Payable HK\$
1.	Personal Accident	500,000
	Double Indemnity	1,000,000
	Major Burns	500,000
2.	Medical Expenses	500,000
	COVID-19 Daily Cash Benefit HK\$500 daily cash benefit (up to 10 days) if the insured person is quarantined or hospitalised overseas as a result of being diagnosed with COVID-19	5,000
3.	Trip Cancellation and Curtailment	25,000
4.	Travel Delay	1,000
	Trip Rearrangement	5,000
5.	Loss of Baggage - Including mobile phone cover HK\$2,000 (maximum one device) per Insured Person per trip (Mobile phone cover is not applicable to Insured Person(s) who is (are) aged below 18)	15,000
	Delayed Baggage	1,000
	Personal Money, Documents and Additional Accommodation Expenses	5,000
6.	Personal Liability	2,500,000
7.	Rental Vehicle Excess	5,000
8.	Golfer's Hole-in-One	3,000

SECTION 1 - PERSONAL ACCIDENT

We will cover Bodily Injury suffered by You during the Insured Period resulting in death or permanent disablement, subject to the scale of Benefits shown below which will be paid to You or your legal representative in the event of death.

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

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

Extra Benefits under Section 1

- Amateur Dangerous Sports and Activities Extension (Only applicable to You if You are 70 years of age or below when You suffer Bodily Injury)

Notwithstanding General Exclusion 2(b) of the Policy, We will cover death or permanent disablement arising out of Bodily Injury suffered by You whilst You are taking part in the capacity as an amateur in hot-air ballooning, scuba diving to a depth not greater than 30 meters below sea-level, recreational alpine skiing or snowboarding, tobogganing or sledding, water skiing, wakesurfing, wakeboarding, rafting, sailing,

windsurfing, bungee jumping, horse riding, trekking or hiking at an altitude of below 5,000 meters above sea-level, parasailing, banana boat trip, canoeing, kayaking, sea kayaking, underwater strolling, sand boarding, safari adventures, or zipline adventure activities.

The maximum amount We will pay under this Extra Benefit is HK\$125,000, subject to the percentage of the maximum indemnity stated above.

- Double Indemnity (Only applicable to You if You are between 18 and 70 years of age when You suffer Bodily Injury)

In the event of death suffered by You as a direct result of Bodily Injury whilst You are

- travelling in a private car or as a fare-paying passenger on board a Public Transport conveyance; or
- being an innocent victim in any armed robbery or attempted armed robbery,

the benefits stipulated under this Section shall be doubled.

- Major Burns Benefits

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

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

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

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

If You are over 70 years of age when You suffer Bodily Injury, the maximum We will pay is 25% of the percentage of maximum indemnity shown under this Section.

If You are below 18 years of age when You suffer Bodily Injury, the maximum amount We will pay is HK\$250,000 under this Section, subject to the percentage of the maximum indemnity stated above.

SECTION 2 - MEDICAL EXPENSES

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

- a) emergency dental treatment (as a result of Bodily Injury only), medical and surgical expenses charged by a Legally Registered Medical Practitioner or Hospital charge (including the cost of ambulance service), all of which being necessarily and reasonably incurred elsewhere than in Hong Kong.
- b) related medical expenses incurred for the continuation of medical treatments received in a) above after returning to Hong Kong of up to HK\$50,000 for a maximum period of 90 days, including Chinese medicine practitioners' fees up to HK\$150 per visit per day and up to HK\$1,500 in total provided they are supported by receipts from a Chinese medicine practitioner (other than You or your Immediate Family Members) who is registered under the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) of Hong Kong.
- c) reasonable and additional transport expenses which You have to pay to get back to Hong Kong if it is necessary and unavoidable for You to stay beyond the intended return date and You cannot use your original return ticket.

Extra Benefits under Section 2

1. **Amateur Dangerous Sports and Activities Extension** (Only applicable to You if You are 70 years of age or below when You suffer Bodily Injury or Sickness)

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

The maximum amount We will pay under this Extra Benefits is HK\$125,000.

2. **COVID-19 Daily Cash Benefits**

- (a) Overseas hospital cash benefit due to COVID-19
We will pay You HK\$500 for each full day and up to 10 days if You are diagnosed with COVID-19 by a Legally Registered Medical Practitioner and are admitted to a Hospital as an in-patient during an insured trip overseas.
- (b) Overseas quarantine allowance due to COVID-19
We will pay You HK\$500 for each full day and up to 10 days if You are diagnosed with COVID-19 by a Legally Registered Medical Practitioner and are mandated by the local government or respective regulator to be Quarantined during an insured trip overseas. This benefit is only payable once per insured trip.

However, We will not pay the benefits:-

1. if pre-departure COVID-19 polymerase chain reaction (PCR) test is done and you are tested positive within 72 hours prior to your scheduled departure date.
2. if any diagnosis of COVID-19 within 14 days from the start of your trip in the absence of pre-departure PCR test mentioned in item 1.
3. in respect of benefit item (b),
 - i. if the Quarantine period is not within the Insured Period.
 - ii. if Quarantine or self-isolation orders are mandated by the government for all travellers arriving into the country.

You can only claim either benefit item (a) or (b), but not both, in respect of any losses arising from the same cause.

The maximum amount We will pay under this Benefits is HK\$5,000 for each Insured Person during the Insured Period.

For the purpose of this Benefits, "Quarantine" or "Quarantined" mean compulsory detention in isolation for the purpose to stop the spread of a communicable disease.

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

If You are over 70 years of age when You suffer Bodily Injury or Sickness (which is indemnified under this Section), the maximum We will pay is 25% of the maximum indemnity payable under this Section.

Special Condition for Section 2(a) and (b)

The payment of charges from chiropractors, physiotherapists, occupational therapists, acupuncturists (other than Chinese medicine practitioners in 2(b)) and the like is subject to the availability of a referral letter or similar certification from a Legally Registered Medical Practitioner.

Terrorism Extension (Applicable to Section 1 and Section 2 only)

Notwithstanding the War and Terrorism Exclusion, this Policy is extended to cover the Insured Person in respect of death or Bodily Injury (including necessary medical expenses incurred as covered under the applicable Sections) which may be sustained through acts of terrorism as described under the War and Terrorism Exclusion provided that there is no liability when such acts of terrorism involve the use of biological, chemical agents or nuclear devices.

In consideration of the Company's provision of the aforesaid extension of cover under this Policy, it is hereby mutually agreed that the Company's maximum liability in respect of:

- (a) death or bodily injury (including necessary medical expenses incurred as covered under the relevant policy) sustained by the Insured Person through acts of terrorism (as covered under this Extension) under this Policy and under any other policy or policies issued by the Company covering the same Insured Person against acts of terrorism ("the Other Policy"), and
- (b) all benefits, costs and expenses incurred for the same Insured Person for emergency assistance services as arranged by the Company as a result of acts of terrorism (as covered under this Extension), which the Company is obliged to pay

shall not exceed HK\$3,000,000 in the aggregate subject to that if the maximum limit of indemnity under the Other Policy in the aggregate:-

- (i) is less than HK\$3,000,000, the Company's maximum liability under this Extension shall be an amount in excess of the aforesaid maximum limit of indemnity under the Other Policy but subject to the maximum limit of indemnity of \$3,000,000 in the aggregate irrespective of the number of claims within any of the periods of insurance under the policies; or
- (ii) is more than \$3,000,000, the Insured Person shall not be indemnified under this Extension and the aforesaid Insured Person shall be indemnified under the Other Policy.

SECTION 3 - TRIP CANCELLATION AND CURTAILMENT

3.1 Trip Cancellation

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

- a) death, Serious Bodily Injury or Serious Sickness of You, your Immediate Family Members, fiancé (fiancée) or Close Business Partner;
- b) jury service, witness summons or compulsory quarantine of You;
- c) your home in Hong Kong becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslide which requires your continued presence;
- d) delay in departure from Hong Kong for a period of not less than 24 hours from the date and time of departure specified by the carrier caused by:- (i) strike or industrial action; (ii) riot; (iii) mechanical and/or electrical breakdown of Public Transport conveyance You have booked to travel; (iv) adverse weather conditions; (v) natural disaster directly resulting in Suspension of Public Transport; or (vi) closure of the airport.

3.2 Trip Curtailment

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

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

Extra Benefits under Section 3

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

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

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

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

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

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

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

The maximum We will pay under this Extra Benefit is

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

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

No benefit will be payable if the Black Alert or Red Alert has been hoisted or announced to the planned destinations at the time of application for this insurance.

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

When You arrange for the insured journey or apply for this insurance, You must not be aware of any reason for the trip to be cancelled or curtailed or else the cover under this Section will be void from inception.

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

SECTION 4 - TRAVEL DELAY AND TRIP REARRANGEMENT

4.1 Travel Delay

We will pay HK\$250 for the first 6 hours of delay and for each subsequent period of 12 hours of delay up to the limit shown in the Summary of Benefits due to any of the following reasons: -

- a) if the departure or arrival of the Public Transport conveyance in which You have arranged to travel is delayed by at least 6 hours from the time specified by the carrier due to:- (i) its mechanical and/or electrical breakdown; (ii) strike or industrial action; (iii) riot; (iv) hijack; (v) adverse weather conditions; (vi) natural disaster directly resulting in Suspension of Public Transport; or (vii) closure of the airport.
- b) if your trip is delayed because of death, Serious Bodily Injury or Serious Sickness of You or your Immediate Family Members, fiancé (fiancée) or Close Business Partner travelling with You abroad provided that a written advice is received from a Legally Registered Medical Practitioner confirming that the nature of such Serious Bodily Injury or Serious Sickness would prevent the relevant person from continuing the trip.

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

4.2 Trip Rearrangement

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

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

Extra Benefits under Section 4

1. Extension of Insured Period

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

Special Condition for Section 4.1

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

Special Condition for Section 4.1(a)

The period of delay will be calculated from either:-

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

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

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

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

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

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

SECTION 5 - BAGGAGE AND PERSONAL MONEY

5.1 Loss of Baggage

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

The maximum amount We will pay for:

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

5.2 Delayed Baggage

If your check-in baggage is temporarily lost in transit on the outward journey and not restored to You within 12 hours, We will reimburse the actual expenses on emergency purchase of essential clothing or toiletries up to the maximum amount shown in the Summary of Benefits. You must obtain written confirmation from the carrier of the number of hours delayed.

5.3 Personal Money, Documents and Additional Accommodation Expenses

We will cover the loss of your cash or traveller's cheques owned and carried by You for social and domestic purposes directly arising from theft, robbery or burglary during the Insured Period, subject to the maximum amount of HK\$2,000. No benefit will be payable if Insured Person(s) is(are) below 18 years of age.

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

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

SECTION 6 - PERSONAL LIABILITY

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

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

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

Special Condition for Section 6

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

SECTION 7 - RENTAL VEHICLE EXCESS

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

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

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

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

SECTION 8 - GOLFER'S HOLE-IN-ONE

(No benefit will be payable if You are below 18 years of age)

We will cover You for the cost actually incurred on hospitality if You achieve a "Hole-in-One" in any recognised golf-course during the Insured Period. Your signed/countersigned score card recording the event should be produced as an evidence of claim.

EXCLUSIONS

General Exclusions (applicable to all Sections)

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

- circumstances or medical conditions giving rise to a claim under this Policy known to have existed at the time of application for this insurance.
- You engaging in
 - any sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport;
 - any organized sports, any kind of race, motor rallies and competition, mountaineering or rock-climbing (necessitating the use of ropes or pitons), iceberg climbing, potholing, speed or endurance tests, marathon or any tour with bicycle riding as the main transportation during the insured journey, parachuting, skydiving, hang-gliding, trekking or hiking at an altitude of over 5,000 meters above sea-level, scuba diving to a depth greater than 30 meters below sea-level, water motorcycling/ jet-skiing, jet-boating, speed-boating, dune driving, snow motorcycling, ski-jumping, ice hockey, the use of bob-sleighs or skeletons, the use of firearms, or other hazardous pursuits or occupations.
- business travel involving assignments of a dangerous nature or where your occupation is of a manual nature.
- suicide, intentional self-inflicted injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or when You are under the influence of intoxicating liquor, drug addiction or solvent abuse.
- Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused.
- air travel other than when You are travelling as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft.
- your engagement as an air flight crew.
- wilful, malicious, criminal or unlawful acts committed by You or any person acting on behalf of You.
- consequential loss of any kind.
- any payment You would normally have made during your travels, if nothing had gone wrong.
- any claim if You are over 85 years of age when You suffer Bodily Injury, Sickness or incur the loss, damage or liability.
- any claim whether made by You or anyone acting on your behalf knowing the claim to be dishonest or exaggerated in any way. If there is any misrepresentation or omission to inform Us of any material information at the time of applying for this insurance or at the time of making a claim, whether it is intentional or not, We shall not be liable under the Policy.
- delay, confiscation, detention, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or Customs or local authority.
- pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

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

15. War and Terrorism Exclusion
- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

16. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - any chemical, biological, bio-chemical, or electromagnetic weapon.

17. Political Risks Exclusion
- permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
 - permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person,
- provided that the Company is not relieved of any liability to You in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.
- the destruction of property by order of any public authority.

18. Property Cyber and Data Exclusion
- Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - Cyber Loss;
 - loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;
 regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 - In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
 - This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- Cyber Incident means:
 - any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

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

7. Computer System means:

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

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

19. Date Recognition Exclusion

- electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;
- media or systems used in connection with any of the foregoing; whether your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date
 - including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time;
 - the operation of any command or logic which has been programmed or incorporated into anything referred to in a) and b) above.

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

- Section 1 - Personal Accident,
- Section 2 - Medical Expenses,
- Section 6 - Personal Liability.

Sanction Limitation and Exclusion Clause

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

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

Exclusions (applicable to specific Sections)

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

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

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

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

- Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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

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

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any communicable diseases.

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

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

Exclusions to Sections 1, 2 and 3

We do not cover:-

1. any claim if You are travelling against the advice of a Legally Registered Medical Practitioner or for the purpose of obtaining medical treatment.
2. death or Bodily Injury or Sickness sustained by You caused by or arising from any medical, physical or mental condition which is pre-existing at the time of the application of this insurance including any recurring, chronic or continuing illness or condition which You are aware of or have already received treatment.
A condition is deemed to be pre-existing at the time of the application of this insurance if
 - a) treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of the Policy, or
 - b) You or if You are below 18 years of age, your parent knew or ought to have known prior to the commencement of the Policy whether or not treatment or medication or advice or diagnosis was sought or received.
3. any claim arising from venereal disease, pregnancy, childbirth, miscarriage or self-exposure to exceptional risk.
4. the cost of any elective or non-emergency treatment not directly related to the Sickness or Bodily Injury which necessitated your admittance into Hospital.
5. any claim if You are under treatment not recommended by or undertaken by a Legally Registered Medical Practitioner.
6. any cost related to treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.

7. surgery or medical treatment when in the opinion of the Legally Registered Medical Practitioner treating the Insured Person, the treatment is not urgent and medically necessary during the insured journey, and can be reasonably delayed until the Insured Person returns to Hong Kong.
8. any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis.
9. any cost arising from procurement or use of special braces, implants, appliances or equipment including but not limited to wheel chairs and crutches.
10. dentures, crowns or bridges.
11. any additional cost of single or private or semi-private room accommodation at a Hospital or charges in respect of special or private nursing.

Exclusions to Sections 3 and 4

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

1. strike or industrial action, riot, adverse weather conditions or natural disaster which has commenced or has been announced before the date of applying for this insurance.
2. the failure of You to
 - a) check-in for departure by the time specified by the carrier (except as reasons specifically provided in Sections 3 & 4);
 - b) act upon the express instructions of the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary;
 - c) notify the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary of the need to cancel or abandon the travel arrangement immediately it is found necessary to do so.
3. bankruptcy, liquidation, error, omission or default of any travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary.
4. overbooking of air or land transport carriers, scheduling/re-scheduling of their crew members.

We do not cover:-

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

Exclusions to Section 5

We do not cover:-

1. any theft loss of items while being left unattended in public places.
2. any loss not reported within 24 hours of discovery to or You have failed to obtain a report from local police, airline or other carrier who had custody of the baggage and/or may be responsible for the loss.
3. loss of or damage to Valuables, cameras or camcorders (including their accessories/ancillary equipment), audio/video equipment, laptop or money from an unattended vehicle or in transit not accompanied by You and outside your control.
4. household goods and anything shipped as freight.
5. loss of or damage to items used in connection with your employment or occupation.
6. loss of or damage to any pager, mobile phone (except for the benefit specifically provided under Section 5.1.e), tablet computer or portable telecommunication equipment or any of its accessories including sim card or digital storage card and the like.
7. loss of or damage to any aerial device and their accessories and spare parts including aerial photography equipment.
8. loss of or damage to contact lenses, dentures, prostheses, bonds, negotiable instruments or securities, food or drinks, medicine, or tobacco.
9. breakage of sports equipment while in use.
10. damage to any brittle or fragile items.
11. loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, denting, scratching, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship.
12. loss resulting from unexplained disappearance, or shortage due to error or omission or depreciation in value.
13. any fines or penalties incurred by You due to non-replacement or late replacement of the lost personal documents.
14. the first HK\$200 of each and every claim per Insured Person (except for claims made under Section 5.2).
15. any loss related to stored-value devices or digital money or other instruments of payment of any kind, including but not limited to credit value of credit card, Octopus Card, any stored-value card, other prepaid electronic ticket and digital wallet.

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

Exclusions to Section 6

We do not cover:-

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

Exclusions to Section 7

We do not cover:-

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

GENERAL CONDITIONS

1. Child Cover

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

2. Health Warranty

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

3. Precautions

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

4. Notification of Claim

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

5. Conduct of the Claim

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

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

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

6. Subrogation

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

7. Jurisdiction Clause

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

8. Governing Law

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

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

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

10. Cancellation

No refund of premium will be allowed once the Policy is issued unless the trip is cancelled by the travel agent before the commencing date.

11. Arbitration

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

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

12. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.