

Overseas StudyCare Insurance Policy



The below table sets out a brief summary of the benefits available under the Overseas StudyCare Insurance *policy*. Please refer to the corresponding page number for more details of the cover provided.

Words in *italics* have certain meanings in this *policy*, and are defined on page 28

Benefit	Page
Medical expenses	4
Top up inpatient medical expenses	5
Worldwide emergency assistance	6
Personal accident	10
Cancellation charges	11
Curtailed of trip	12
Kidnapping benefit	13
Education fund	14
Travel delay	15
Baggage benefit	16
Personal liability benefit	17

Your Overseas StudyCare Insurance

Thank *you* for *your* purchase of *our* Overseas StudyCare Insurance.

We will provide overseas study insurance to *you* during the *period of insurance*, on the terms set out in this *policy* document, and subject to the *policy* limits, conditions and exclusions.

Your contract of insurance is made up of:

1. *Your* proposal, application and declaration, which *you* completed when applying for this insurance;
2. these *policy* provisions;
3. the *policy schedule or certificate*, which is a unique document issued to *you* either by email or post, and which sets out the *policy* details that are relevant to *you*; and
4. any endorsement made to this *policy*.

These documents should all be read together as if they are one document.

We rely upon the information provided by *you* when issuing this *policy*. It is important to us that *you* provide accurate and truthful statements at all times, including on *your* proposal, application, declaration, renewal or when making a claim.

If *you* do not provide accurate and truthful information, or *you* provide false, misleading or exaggerated information, *we* will immediately cancel this *policy* and *we* will not be liable to pay *you* any benefits under the *policy*.

Table of Benefits

This table sets out a summary only of the major limits and sub-limits for each of the benefits under this *policy*. The details of each benefit can be found in the *policy* below.

Summary of Benefits and Sub-Limits	Maximum Limits (HK Dollars) Per Policy Period Per Insured Student	
	Plan A	Plan B
Medical expenses benefit (comprehensive cover only) Expenses incurred for medical treatment if the insured student is sick or injured while overseas (Sub-limit for Follow Up Treatment up to HK\$100,000)	\$1,000,000	\$500,000
Top up inpatient medical expenses (comprehensive cover only) Up to 2 times the maximum basic inpatient cover or \$2,000,000, (whichever is the lesser) once your other medical insurance has been exhausted	Up to \$2,000,000	N/A
Worldwide emergency assistance services		
a) Arrangement of hospital admission and guarantee of hospital admission deposit	\$40,000	\$40,000
b) Emergency medical evacuation and repatriation	Included	Included
c) Transportation of mortal remains	\$40,000	\$15,000
d) Compassionate visit and hotel accommodation	\$40,000	\$15,000
e) Convalescence expenses	\$6,000	\$6,000
f) Unexpected return to usual country of residence	\$40,000	\$15,000
g) Additional cost of travel	\$40,000	\$15,000
Personal accident benefit		
a) Accidental death & permanent total disablement	\$500,000	\$250,000
- For aged between 12 and 17 years inclusive	\$250,000	\$250,000
b) Double indemnity coverage	\$1,000,000	\$500,000
- For aged between 12 and 17 years inclusive	\$500,000	\$500,000
c) Major burns	\$200,000	\$100,000
Cancellation charges benefit Reimbursement of costs incurred due to the journey being cancelled	\$30,000	N/A
Curtailment of trip benefit Costs incurred if the journey is interrupted	\$30,000	N/A
Kidnapping benefit		
a) Compassionate visit and hotel accommodation	\$40,000	N/A
b) Compassionate death benefit	\$250,000	
Education fund Payment of unpaid tuition fees in the event of the death of the parent or legal guardian of the insured student, where the insured student is an unmarried full time student under 23 years old.	\$350,000	\$200,000
Travel delay benefit Reimbursement for costs incurred due to delay or postponement of the journey (Apply either a or b compensation only)		
a) Cash allowance (HK\$300 for each and every full 6 hours delay), or	\$2,500	\$600
b) Additional travel cost for re-routing	\$10,000	\$2,500
Baggage benefit For loss or breakage of your baggage during a journey	\$20,000	\$10,000
a) Sub-limit per item	\$3,000	\$3,000
b) Sub-limit for lap-top computer	\$10,000	\$5,000
Personal liability benefit Legal liability incurred to a third party	\$1,500,000	\$750,000

Your Benefits

1. Medical expenses benefit (Comprehensive Overseas StudyCare policy only)

1.1 Benefit

If the *insured student* suffers a *bodily injury or sickness* while on a *journey*, we will reimburse the *medical expenses* incurred for the treatment of this *bodily injury or sickness*, up to the limit stated in the Table of Benefits.

We will reimburse you for those *medical expenses* that were incurred for the following:

1. hospitalization;
2. surgery;
3. ambulance and paramedic services;
4. diagnostic tests;
5. consultations by *medical practitioners*;
6. *prescribed medicines*.

If the *insured student* was an *inpatient* in a *hospital*, we will also pay for the *room and board* charges, up to a daily limit of HK\$3,000. If the *hospital* is unable to provide a detailed breakdown of charges showing both the *medical expenses* and *room and board* while the *insured student* was an *inpatient*, we will pay a daily limit of up to HK\$10,000 for both *medical expenses* and *room and board*.

We will also pay up to HK\$100,000 for *medical expenses* incurred for follow-up treatment of the *insured student*, where that follow up treatment is received firstly while the *insured student* is outside of the *usual country of residence*, and then for the period up to 90 days of his or her return from the *journey* to his or her *usual country of residence*. This follow-up treatment benefit also covers treatment obtained from a *Chinese medical practitioner*, however such treatment is subject to a daily limit per visit of HK\$200 and a total sub-limit of HK\$3,000.

1.2 Exclusions for this benefit

We will not be liable for any of the following:

1. expenses related to the additional cost for a single or private room at a *hospital*, or charges relating to private nursing;
2. rehabilitation and mobility equipment costs including wheelchairs, crutches or similar equipment, prostheses, medical equipment, appliances and accessories;
3. expenses related to cosmetic surgery, or costs relating to visual or hearing aids, including any apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids;
4. expenses relating to psychiatric or psychological disorders, including any expenses related to the treatment of primary or basic signs and symptoms;
5. expenses related in any way to birth control, including surgical, mechanical or chemical methods of birth control, and any and all conditions or treatments relating to infertility;
6. any expenses incurred for treatment or services undertaken without the recommendation of a *medical practitioner*;
7. routine physical examinations or check-ups not incidental to the treatment or diagnosis of a *bodily injury or sickness* covered by this *policy*;

- any expenses incurred that relate to travel that has been taken contrary to the advice of a *medical practitioner*, or where the *journey* is for the purposes of receiving medical or surgical treatment, or for rest or recuperation, for any prior accident, illness or *pre-existing condition*.

1.3 Time limit for liability

We will not be liable for any claims that arise or treatment that is undertaken more than 12 months after the *bodily injury* or *sickness* occurred.

2. Top up inpatient medical expenses (Comprehensive Overseas StudyCare policy only)

2.1 Benefit

If:

- you* hold another policy of insurance that provides *basic medical expenses cover* for the *insured student*;
- the *insured student* suffers a *bodily injury* or *sickness* while on a *journey* that would be covered under both this *policy* and that other policy of insurance; and
- that *basic medical expenses cover* has been exhausted under *your* other policy;

we will pay the additional *inpatient medical expenses* that have been incurred for that *bodily injury* or *sickness* to the *insured student*. The maximum we will pay under this benefit will be two times the limit of the *basic medical expenses cover* under *your* other policy of insurance, or HK\$2,000,000, whichever is the lesser.

2.3 Exclusions for this benefit

We will not be liable for any of the following:

- expenses related to the additional cost for a single or private room at a *hospital*, or charges relating to private nursing;
- rehabilitation and mobility equipment costs including wheelchairs, crutches or similar equipment, prostheses, medical equipment, appliances and accessories;
- expenses related to cosmetic surgery, or costs relating to visual or hearing aids, including any apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids;
- expenses relating to psychiatric or psychological disorders, including any expenses related to the treatment of primary or basic signs and symptoms;
- expenses related in any way to birth control, including surgical, mechanical or chemical methods of birth control, and any and all conditions or treatments relating to infertility;
- any expenses incurred for treatment or services undertaken without the recommendation of a *medical practitioner*;
- routine physical examinations or check-ups not incidental to the treatment or diagnosis of a *bodily injury* or *sickness* covered by this *policy*;
- any expenses incurred that relate to travel that has been taken contrary to the advice of a *medical practitioner*, or where the *journey* is for the purposes of receiving medical or surgical treatment,

- or for rest or recuperation, for any prior accident, illness or *pre-existing condition*;
9. any follow up treatment for the *insured student*.

2.3 Conditions

Only those *medical expenses* incurred while the *insured student* is an *inpatient* in a *hospital* will be paid under this top up inpatient medical expenses benefit.

This benefit will only apply if:

- 1 *you* hold one or more separate policies of insurance with either *us* or another insurance company or companies that provides *basic medical expenses cover* for the *insured student*;
- 2 *you* firstly make a claim which exhausts the limits under those policies; and
- 3 *you* then make a claim under benefit 1 above (medical expenses benefit) and exhaust the limit as set out in *your schedule*.

If *you* hold more than one other separate policy of insurance that provides *basic medical expenses cover*, we will pay two times the limit of the lowest *basic medical expenses cover*, or HK\$2,000,000, whichever is the lesser amount.

2.4 Time limit for liability

We will not be liable for any claims that arise or treatment that is undertaken more than 12 months after the *bodily injury* or *sickness* occurred.

3. Worldwide emergency assistance services

3.1 Benefit

We will make available to *you* and the *insured student* the services of International SOS Assistance (HK) Limited (**Intl.SOS**) for the following services on a worldwide basis while the *insured student* is on a *journey* covered by this *policy*, but subject to the limits set out in the Table of Benefits. Some of the services provided by Intl.SOS may require third party costs to be incurred, and these costs are not covered by this *policy*. This is set out in more detail below.

3.1.1 Telephone medical assistance

Intl.SOS will arrange for medical advice to be provided to the *insured student* over the telephone. This service is provided on a referral or arrangement basis, so if any third party expenses are incurred in providing this telephone assistance, these expenses are the responsibility of *you* or the *insured student*, not Intl.SOS or *us*.

3.1.2 Arrangement of hospital admission and guarantee of hospital admission deposit

If the *insured student* sustains a *bodily injury* or *sickness* during his or her *journey*, and needs to be admitted to *hospital*, either as an *inpatient* or otherwise, Intl.SOS will assist the *insured student* with that *hospital* admission.

If the *hospital* requires a deposit to be paid for that admission, Intl.SOS, on behalf of the *insured student*, will guarantee the payment of that deposit or provide payment of the deposit up to the amount of HK\$40,000. The *insured student* or the *insured student's* family members must first make the payment to Intl.SOS, which will then arrange for the payment to be made to the *hospital*. If any third party expenses are incurred by the *insured student*, these expenses are the responsibility of *you* or the *insured student*, and not Intl.SOS.

3.1.3 Delivery of essential medicine

If the *insured student* requires essential medicines, drugs or other medical supplies, and these are unavailable at the *insured student's* location, Intl.SOS will arrange for those medicines, drugs or medical supplies to be delivered to the *insured student*.

This service is provided on an arrangement basis only, and the *insured student* will be responsible for payment for the medicines, drugs, medical supplies and delivery costs.

3.1.4 Emergency medical evacuation and repatriation

If the *insured student* suffers a *serious medical condition* and needs to be evacuated to a *hospital* for treatment, Intl.SOS will arrange for the air or surface transportation, for the *insured student* to be taken to the nearest *hospital* where appropriate medical care is available. Intl.SOS will also arrange for the appropriate communication and language assistance, mobile medical equipment and medical escort crew.

It will be the decision of Intl.SOS as to whether the emergency medical evacuation is required, including deciding which hospital the *insured student* is to be transported to and the method of that transportation.

Intl.SOS will also arrange for the *insured student* to return to his or her *usual country of residence* following the emergency medical evacuation and subsequent hospitalization. It will be the decision of Intl.SOS as to how the *insured student* is to be returned to his or her *usual country of residence*.

3.1.5 Transportation of mortal remains

In the unfortunate instance of the *insured student's* death while on a *journey*, Intl.SOS will arrange for the transportation of the *insured student's* mortal remains to his or her *usual country of residence*.

If requested by the *insured student's* family members, Intl.SOS can arrange for the remains of the *insured student* to be buried (or other disposal as the case may be) at the place of death, subject to any government regulations that may apply.

3.1.6 Compassionate visit and hotel accommodation

If the *insured student* is travelling alone and is admitted as an *inpatient* in a *hospital* for more than 3 consecutive days outside his or her *usual country of residence*, Intl.SOS will arrange for one economy class airfare and hotel accommodation up to HK\$1,200 per person per day for a maximum period of 5 days for two *close relatives* of the *insured student* to travel to the *hospital* where the *insured student* has been admitted.

This benefit is subject to Intl.SOS deciding in its sole discretion that the visit by the *close relatives* is necessary on medical or compassionate grounds.

3.1.7 Convalescence expenses

Intl.SOS will arrange for any additional hotel accommodation expenses that are necessarily and unavoidably incurred by the *insured student* relating to a *bodily injury or sickness* that requires emergency medical evacuation, repatriation or hospitalisation under this section.

These expenses are subject to a limit of up to HK\$1,200 per day for a maximum of 5 consecutive days.

3.1.8 Unexpected return to usual country of residence

If a *close relative* of the *insured student* dies while the *insured student* is on a *journey* covered by this *policy*, and the *insured student* has to return to his or her *usual country of residence*, Intl.SOS will arrange for one economy class return airfare for the *insured student* to be able to return to his or her *usual country of residence*.

3.1.9 Additional cost of travel

If the *insured student* suffers a *serious medical condition* which requires medical treatment, Intl.SOS will arrange for an economy class airfare for the *insured student* to return to his or her *usual country of residence* after that treatment.

3.1.10 Referral services

In addition to the above, Intl.SOS can provide the following services to the *insured student* should he or she require assistance:

1. inoculation and visa requirement information;
2. lost luggage assistance;
3. lost passport assistance;
4. legal referral;
5. emergency travel service assistance.

These services are provided on a referral basis only, and the *insured student* will be responsible for any third party costs that may be incurred for the above. To access these services, the *insured student* must contact Intl.SOS at the details listed below under "How to Contact Intl.SOS".

3.2 Exclusions for this benefit

Intl.SOS and we will not be liable for the following:

1. any expenses that relate to a *pre-existing condition*;
2. any costs incurred that are not covered by the above benefits and not approved in advance in writing by Intl.SOS or arranged by Intl.SOS. This exclusion does not apply to emergency medical evacuation from remote or primitive areas where Intl.SOS cannot be contacted in advance and a delay may be expected to result in the harm or loss of life of the *insured student*;
3. any expenses that relate to a *bodily injury or sickness* that occurs while the *insured student* is within his or her *usual country of residence*;
4. any expense incurred by or on behalf of the *insured student* if the *insured student* is travelling on a *journey* against the advice of a *medical practitioner*, or for the purposes of obtaining

- medical treatment or for the rest and recuperation following any prior accident, illness or *pre-existing condition*;
5. any expenses for medical evacuation or repatriation if the *insured student* is not suffering from a *serious medical condition*, or in the opinion of an Intl.SOS physician, can be adequately treated local or delayed until the *insured student* returns to his or her *usual country of residence*;
 6. any expenses for medical evacuation or repatriation if, in the opinion of Intl.SOS, the *insured student* can travel as an ordinary passenger without a medical escort;
 7. any expenses incurred for treatment of the *insured student* by a non-registered *medical practitioner* or not in accordance with the usual medical practices of the country of treatment;
 8. any expenses incurred if the *insured student* is over 65 years old;
 9. any expenses incurred if the *insured student* is engaging in a riot, or unlawful act;
 10. any accident where the *insured student* was not exercising reasonable precautions to minimize any accident, injury or death.

In addition to the above exclusions, *we* and Intl.SOS will not be liable for any expense, loss or other damage that may arise from the failure to provide the services, or for any delays caused by acts of God, strikes, or other conditions beyond the control of Intl.SOS, including (but not limited to) flight conditions or situations where the rendering of the services or assistance is prohibited or delayed by local laws, regulations or regulatory authorities.

3.3 Conditions for this benefit

While Intl.SOS will use its best efforts to provide the services set out in this *policy*, Intl.SOS will also be subject to the availability of resources in providing those services and also be subject to local and international laws and regulations. Intervention by Intl.SOS may also depend upon Intl.SOS being able to obtain any necessary authorisations from various authorities concerned, and this is outside the control or influence of Intl.SOS.

If the *insured student* is located in an area that Intl.SOS considers in its sole discretion will mean providing the services will be impossible, such as war or political unrest, Intl.SOS will not be required to provide these services, and will not be liable to *you* or the *insured student* for any loss or damage (including indirect or consequential loss) which may arise from not providing the services.

Intl.SOS has the right to request the *insured student* to undergo a medical examination if required.

Intl.SOS will take all reasonable care in the appointment or referral or any service provider to assist the *insured student*, however Intl.SOS assumes no responsibility for any advice given by a service provider, and *you* and the *insured student* will not have any recourse against Intl.SOS for loss or damage (including indirect or consequential loss) which may arise from any referral or contact with a service provider.

In addition, *we* will not be liable to *you*, the *insured student* or any other claimant for any action or inaction of Intl.SOS in performing the services or assistance. *We* will also not be liable for any loss, including indirect or consequential loss, to any person or property, whether directly or indirectly, that may be caused by, arising from or in connection with the provision of the services by Intl.SOS under this *policy*.

3.4 How to contact Intl.SOS

To obtain the assistance of Intl.SOS, the *insured student* (or his or her representative) must first call Intl.SOS's Assistance Centre on **+852 3122 2900**. This contact should be made prior to the *insured student* taking any action unless it would be unreasonable to wait due to the risk to the *insured student*. Intl.SOS will need the following information to be able to provide assistance:

1. name of the *insured student*, the number of this *policy*, and the ID Card or passport number of the *insured student*;
2. the name, place and telephone number where Intl.SOS can reach the *insured student* or his or her representative;
3. a brief description of the accident and the nature of the assistance required.

4. Personal accident benefit

4.1 Benefit

If the *insured student* has an *accident* while on a *journey* covered by this *policy* which results in his or her death or *permanent total disablement* within 12 months of the *accident*, we will pay this benefit according to the below table:

Compensation Table per Period of Insurance

Injury sustained	Percentage of Maximum Benefits*
Death	100%
Permanent Total Disablement	100%
Total and permanent loss of all sight in one or both eyes	100%
Loss of Limb(s) – Total loss by physical severance or total and permanent loss of use of	
(a) one or two limbs	100%
(b) one or both hands	100%
(c) arm above the elbow	100%
(d) arm at or below the elbow	100%
(e) leg above the knee	100%
(f) leg at or below the knee	100%
Loss of Sight – Total and permanent loss of	
(a) sight in one eye except perception of light	50%
(b) lens of one eye	50%
Total and permanent	
(a) Loss of Hearing in both ears	75%
(b) Loss of Hearing in one ear	15%
(c) Loss of Speech	50%

*Calculated as a percentage of the applicable limits for this benefit as set out in the *schedule*.

4.1.1 Double indemnity

If the *insured student* dies while on a *journey* covered by this *policy*, and that death was caused by one of the following, the amount that we will pay for the death benefit in the compensation table above will be doubled, up to the limit in the Table of Benefits under the double indemnity benefit:

1. the *insured student* was travelling as a fare paying passenger on a *public conveyance* which was involved in an *accident*;
2. the *insured student* was an innocent bystander in a gun battle between the police and another person or persons; or
3. the *insured student* was unable to escape a fire within any residential building.

4.1.2 Major burns

We will also pay a benefit if the *insured student* suffers *third degree burns* from an *accident* while on a *journey*, however this benefit may only be claimed once for each *accident* during the *journey*.

4.2 Exclusions for this benefit

We will not be liable for any death or *permanent total disablement* of the *insured student* which occurs more than 12 months from the date of the *accident*.

4.3 Conditions for this benefit

The total benefits that we will pay under this section will not exceed 100% of the maximum limit for this benefit, regardless of the number of *accidents* that may occur to the *insured student* during the *journey*.

If the *insured student* is between the ages of 12 and 17 (inclusive), the maximum benefit we will pay under this section will be HK\$250,000, and the maximum benefit we will pay for the double indemnity benefit will be HK\$500,000

If the *insured student* is travelling in an aircraft or other conveyance, and that aircraft or conveyance disappears, sinks or is wrecked during the *journey*, and the body of the *insured student* is not found within 12 months of the date of the disappearance, sinking or wreck, we will consider the *insured student* has suffered an *accidental* death under this section.

5. Cancellation charges benefit

5.1 Benefit

We will pay, up to the maximum limit in the Table of Benefits, the deposits or any part of an advance payment made for any travel ticket, accommodation or pre-paid *tuition fees* which is unable to be refunded if the *journey* is cancelled as a direct result of one of the following:

1. the death, *serious bodily injury* or *sickness* of the *insured student*;
2. the death, *serious bodily injury* or *sickness* of one of the *insured student's immediate family members*;
3. if the *insured student* receives a witness summons, or is required to serve on a jury, or is subject to a *compulsory quarantine*;
4. if there has been serious damage to the *insured student's principal home* in *Hong Kong*, which arises out of fire or flooding within 10 days of the date of scheduled departure, and the *insured student* is required to be present in *Hong Kong*;

5. a natural disaster or an unexpected outbreak of an epidemic disease occurring at the scheduled destination within 7 days of the scheduled departure of the *insured student*;
6. industrial action involving a public conveyance that occurs within 7 days of the scheduled departure of the *insured student*;
7. a riot or civil commotion at the scheduled destination within 7 days of the scheduled departure of the *insured student*;
8. if, within 7 days before the scheduled departure of the *insured student*, the Security Bureau of the Government of Hong Kong issues a Black Alert for the planned destination of the *journey* in accordance with the OTA System, and this prevents the *insured student* from commencing the *journey*.

5.2 Exclusions for this benefit

We will not be liable for the following:

1. any loss that arises out of a Black Alert that was in force at the time the *schedule* was issued to *you*; or
2. any loss that arises out of a medical or physical condition that affects the *insured student* and was known to exist at the time the *schedule* was issued to *you*;
3. any loss that occurs while the *insured student* is on a holiday or other break from his or her study at an *educational institution*, including when the *insured student* is travelling to their *usual country of residence* for that holiday or break.

5.3 Conditions for this benefit

The cover available under this benefit will commence 24 hours after we issue the *schedule* to you, even if the date for the beginning of the *period of insurance* as stated on the *schedule* is a later date.

If there is a death or *bodily injury* or *sickness* under this section, we will only pay the benefit if that death or *bodily injury* or *sickness* occurs at least 24 hours after the *schedule* has been issued to *you*, and within 30 days before the commencement date of the *period of insurance*.

If there is a witness summons, jury duty or compulsory quarantine under this section, we will only pay the benefit if the witness summons, jury duty or compulsory quarantine notice has been served on the *insured student* at least 24 hours after the *schedule* has been issued to *you*, and within 30 days before the commencement date of the *period of insurance*.

Once a claim has been made under this section, no other benefits will be payable under this *policy*, and there will be no further coverage under the *policy*.

6. Curtailment of trip benefit

6.1 Benefit

If there has been a necessary, unforeseen and unavoidable change to the *insured student's journey* (including having to cancel part of the *journey* after it has commenced) as a result of:

1. death, *serious bodily injury* or *sickness* of the *insured student*, or his or her *immediate family members*;
2. the hi-jack of a *public conveyance*, or any other vehicle or vessel arranged by a travel agency in which the *insured student* is travelling as a fare-paying passenger;
3. any adverse weather conditions, natural disasters or unexpected outbreak of epidemic disease;
4. industrial action involving a *public conveyance*;

5. a riot or commotion at the planned destination of the *journey* which prevents the *insured student* from continuing with the *journey*; or
6. the Security Bureau of the Government of *Hong Kong* issuing a black alert in accordance with the OTA System for the planned destination for the period of time the *insured student* is scheduled to be at that destination;

then we will pay, up to the maximum limit in the Table of Benefits, for loss of the prepaid and unused portion of the transport and accommodation charges and any pre-paid *tuition fees* that have been forfeited and unable to be recovered from the relevant *educational institution*, airline or other source, as well as reasonable additional travel expenses which are necessary for the *insured student* to return to his or her *usual country of residence* by *public conveyance* in economy class.

6.2 Exclusions for this benefit

We will not be liable for:

1. any costs which are incurred as a result of a Black Alert, death, *serious bodily injury or sickness* which are known to exist at the time we issue the *schedule* to you;
2. any loss that occurs while the *insured student* is on a holiday or other break from his or her study at an *educational institution*, including when the *insured student* is travelling to their *usual country of residence* for that holiday or break.

6.3 Conditions for this benefit

We will reimburse the *insured student* for the actual cost of the forfeited, unused portion, however if no breakdown is able to be provided to show the actual cost, we will reimburse the *insured student* on a pro-rata basis. This will be calculated based on the number of days of the *journey* that have been interrupted by a circumstance mentioned above.

7. Kidnapping benefit

7.1 Compassionate visit

If the *insured student* is *kidnapped* while on a *journey* covered by this *policy*, we will pay for the return economy class airfares and hotel accommodation up to HK\$1,200 per person per day for five days for two *close relatives* of the *insured student* to travel to the location of the *educational institution* where the *insured student* was studying at the time of the *kidnapping*.

7.2 Compassionate death benefit

If the *insured student* was *kidnapped* while on a *journey* covered by this *policy*, and dies as a result of a *bodily injury* that was inflicted during the *kidnapping*, we will pay the compassionate death benefit up to the maximum limit set out in the Table of Benefits.

7.3 Exclusions for this benefit

We will not be liable for any of the following:

1. any loss as a result of a *kidnapping* that occurs outside of the country of the *educational institution*;
2. any loss if the notification of the kidnapping was not made to the relevant authorities within 24 hours of the time the *insured student* was discovered as being *kidnapped*;
3. any loss relating to the death of the *insured student* if that death was as a result of a *pre-existing condition* or *sickness*;
4. any loss that occurs if the *insured student* is *kidnapped* for the sole purpose of extorting money from the *insured student's* own bank accounts (either through automatic teller machine withdrawals or otherwise);
5. any loss that occurs while the *insured student* is on a holiday or other break from his or her study at an *educational institution*, including when the *insured student* is travelling to their *usual country of residence* for that holiday or break.

7.4 Conditions

If the *insured student* dies as a result of the *kidnapping* in one of the circumstances described in the double indemnity benefit in clause 4.1.1 of this *policy*, the maximum we will pay for the death of the *insured student* under this *policy* will be \$1,000,000.

8. Education Fund

8.1 Benefit

If the *insured student's* parent, step parent or legal guardian dies or suffers a *permanent total disablement* during the *period of insurance* as a result of an *accident*, we will pay any unpaid *tuition fees* for that *period of insurance*, up to the maximum limit in the Table of Benefits.

8.2 Exclusions for this benefit

We will not be liable for:

1. any overdue fees;
2. any fees for an academic semester which commences outside the *period of insurance*;
3. any accommodation fees (whether on or off campus), any off campus study tour (unless that study tour is compulsory for the *insured student* to pass the relevant course), amusement courses or consumables such as books, study materials and stationery;
4. any loss that occurs if the *insured student* decides to change his or her course of study during the *period of insurance*;

5. any loss if the *insured student* is unable to produce an original, valid tax invoice from the educational institution;
6. any loss if the death or *permanent total disablement* of the insured's parent, stepparent or legal guardian occurs more than 12 months from the date of the *accident*.

8.3 Conditions for this benefit

Any payment under this benefit will be remitted directly to the *educational institution*.

This benefit is only payable if the *insured student* is under 23 years old and unmarried.

9. Travel delay benefit

9.1 Benefit

If the *insured student* is scheduled to travel on a *public conveyance* during the *journey*, and that *public conveyance* is delayed by more than 6 hours due to adverse weather conditions, industrial action, hi-jack, technical or other mechanical derangement, which occurs entirely outside of the *insured student's* control, we will pay the following:

1. a cash allowance of up to HK\$300 for an initial delay in excess of 6 hours, plus HK\$300 for each subsequent 6 hour period, up to the maximum limits in the Table of Benefits; or
2. reimbursement of any additional public transport expenses incurred by the *insured student*, up to the maximum limit in the Table of Benefits, which were reasonably and inevitably incurred for the *insured student* to arrange a different method of public transport or different route to reach his or her destination.

9.2 Exclusions for this benefit

We will not be liable for the following:

1. any expenses incurred, including additional public transport expenses, if the delay was less than 6 hours from the original departure or arrival times;
2. any delays which were as a result of the *insured student* not confirming the advanced booking or checking in at the scheduled time of departure;
3. any expenses incurred if the *insured student* was aware of any industrial action before the confirmation of the advanced booking
4. any delay which is caused by the *insured student's* refusal to take the first available alternative transportation offered by the relevant *public conveyance* provider;
5. any loss that occurs while the *insured student* is on a holiday or other break from his or her study at an *educational institution*, including when the *insured student* is travelling to their *usual country of residence* for that holiday or break.

9.3 Conditions for this benefit

If the *insured student* arranges alternative transport, we will only pay for the expenses incurred for the same fare class as was originally scheduled. We will also only pay for those alternative transport expenses if there has been a delay of more than 6 hours from the time of the original departure or arrival.

We will only pay for one of the above benefits, which means if the *insured student* claims for the cash allowance, he or she cannot also claim for the alternative travel expenses (and vice versa).

10. Baggage benefit

10.1 Benefit

If the *insured student's* baggage or personal property is lost or damaged as a result of theft, robbery, burglary, an accident or mishandling by baggage handlers during the *journey*, we will pay this baggage benefit up to the maximum limit stated in the Table of Benefits.

The sub limit of *our* liability for each item, pair or set is HK\$3,000. We consider a camera body, lenses and camera accessories as one set. If there is a loss or damage to an item which is part of a set, we will measure the loss or damage to this item as being a reasonable and fair proportion of the total value of the set, rather than this being considered a total loss of the set.

If the item is a laptop computer, the sublimit of *our* liability will be up to the maximum stated in the Table of Benefits.

10.2 Exclusions for this benefit

We will not be liable for any of the following:

1. any loss or damage that is the result of delay, confiscation, detention or examination by customs authorities or other officials;
2. any loss or damage to cash, banknotes, plastic money (including Octopus card etc), negotiable instruments, bonds or securities, credit cards and other instruments of payment;
3. any loss or damage to documents such as passports, visas, air tickets, transportation and accommodation vouchers or other coupons;
4. any loss or damage to a pager, mobile phone (including PDA phone, smart phone or similar device with telecommunications function and other accessories), portable telecommunication equipment, computer equipment (except a laptop computer), software and other peripheral devices;
5. any breakage or damage to fragile or brittle items such as china, glassware, porcelain, objects of art, set and unset precious or semiprecious stones;
6. any loss or damage to foodstuffs;
7. any loss or damage caused by wear and tear, moth, vermin or other inherent vice, mechanical, electrical or electronic breakdown or derangement, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at our discretion;
8. any loss or damage to any business merchandise or samples;
9. any loss of baggage which is left unattended in an unlocked or unsecured vehicle or public place;
10. any loss or damage to baggage which is mailed or shipped separately;
11. any loss of jewelry and watches, unless this loss was from baggage that was being carried by the *insured student* at the time, or was kept in the hotel safety deposit box;
12. any unexplained loss or mysterious disappearance.

10.3 Conditions for this benefit

It is important that the *insured student* reports the loss or damage to the local police, relevant carriers or any other third party within 24 hours of the occurrence.

If there was a loss, theft or wilful damage by a third party, the *insured student* must obtain a written report from the police at the location of the loss, theft or wilful damage. If the loss or damage occurs in transit, the *insured student* must obtain a copy of the official "Baggage Irregularity Report" from the relevant carrier.

We have the option to either replace or repair the lost or damaged item, however *our* maximum liability for any replacement or repair will be the limit set out in the Table of Benefits.

We will only pay the benefit for one laptop computer during the *period of insurance*.

11. Personal liability benefit

11.1 Benefit

If the *insured student* incurs a legal liability to a third party for accidental bodily injury to a third party or accidental loss or damage to a third party's property which is a direct result of the negligence of the *insured student* while on a *journey*, we will pay up to the maximum limit in the Table of Benefits.

We will also pay for the reasonable costs and expenses which the *insured student* is ordered to pay to the third party, as well as the *insured student's* own legal costs, however this will also be subject to the maximum limit in the Table of Benefits for this benefit, and will not be in addition to the maximum limit.

11.2 Exclusions for this benefit

We will not be liable for any liability, loss or claim arising directly or indirectly out of the following:

1. where that loss or claim is payable by another insurance company or third party;
2. loss or damage to and animal or property belonging to, or in the care, custody or control of the *insured student*;
3. where the *insured student* or his or her authorized representative has admitted liability to or entered into any agreement or settlement with any party without first notifying and obtaining *our* consent;
4. employer's liability, contractual liability or liability to the *immediate family members* of the *insured student*;
5. any wilful, malicious, unlawful or deliberate act;
6. the pursuit of a trade, business or profession;
7. the ownership or occupation of lands or buildings (other than the temporary occupation of a residence);
8. the ownership, possession, hire, use or operation of vehicles, aircraft or watercraft;
9. legal costs resulting from any criminal proceedings, fines, penalties or punitive damages;

10. insanity, the use of any drug (unless that drug has been prescribed by a *medical practitioner* for any condition except for treating drug addiction); the use of intoxicating liquor or the use of firearms;
11. pollution unless that pollution is due to a sudden, unintended and unexpected occurrence;
12. asbestos or any materials containing asbestos in whatever form or quantity;
13. any damages or legal costs arising out of judgments that were delivered by a court outside of *Hong Kong*.

General Exclusions

The following exclusions apply to all of the benefits listed in this *policy*.

1. War

Unless we specifically state otherwise, this *policy* does not cover any losses that arise out of the following:

1. war;
2. invasion;
3. acts of foreign enemies;
4. hostilities or war like operations (whether or not war is declared);
5. civil war;
6. rebellion;
7. revolution;
8. insurrection;
9. civil commotion assuming the proportions of or amounting to an uprising by military or usurped power.

This *policy* also excludes any loss, damage, cost or expense which has been directly or indirectly caused by, results from or was incurred in connection with any action taken in controlling, preventing, suppressing or in any way related to those acts listed above.

2. Terrorism

Unless we specify otherwise, this *policy* does not cover any *accident* or loss which arises out of or is connected with any *act of terrorism*.

This *policy* excludes any loss, damage, cost or expense which has been directly or indirectly caused by, results from or was incurred in connection with any action taken in controlling, preventing, suppressing or in any way related an *act of terrorism*.

However, this exclusion does not apply to claims made under the following benefits:

1. medical expenses;
2. top up in patient medical expenses;
3. personal accident benefit;
4. cancellation charge benefit;
5. curtailment of trip benefit;
6. travel delay

3. Nuclear risk

Unless we specify otherwise, this *policy* does not provide any insurance cover to any *accident* which arises out of or is connected in any way with nuclear energy or radioactivity of any kind, regardless of whether another event contributed to the loss.

This exclusion includes (but is not limited to) losses or *accidents* related to the following:

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component of that assembly;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other similar reactions or radioactive forces or matter.

This exclusion does not apply to an *accident* or loss covered by the following benefits, if that *accident* or loss is caused by or is in connection with any nuclear energy or radioactivity that has in turn been caused by an act of terrorism:

1. medical expenses;
2. top up in patient medical expenses;
3. personal accident benefit;
4. cancellation charge benefit;
5. curtailment of trip benefit;
6. travel delay

4. Medical conditions

This *policy* does not cover any *accidents* or losses which arise from or are connected with the following:

1. any mental defect or disease;
2. abortion, miscarriage pregnancy (or any assigned complications of pregnancy) or childbirth;
3. venereal disease;
4. the use of alcohol or drugs other than those prescribed by a *medical practitioner*;
5. any pre-existing congenital or hereditary condition.

This *policy* also does not cover *accidents* or losses which arise from or are connected with dental treatment, unless that dental treatment is required due to an *accident* covered by this *policy* which caused an injury to sound and natural teeth.

5. Other insurances

If *you* have another insurance *policy* which covers the same accident, loss or liability, *we* will not be liable to pay or contribute to any claim that can be validly claimed under that other policy.

This exclusion does not apply to claims for top up benefits under benefit 2 of this *policy*, including the requirement to firstly make a claim under both *your* other insurance policy and the medical expenses under benefit 1 of this *policy*. This exclusion also does not apply to the personal accident benefit in benefit 4.

6. Suicide and illegal activity

This *policy* does not cover any *accidents* or losses which arise from or are connected with suicide or intentional self-injury, or which arise from or are connected with the *insured student* engaging in any unlawful activity.

7. Sporting exclusion

This *policy* does not cover any *accident* or loss which occurred as a result of the *insured student* engaging in sports or games in a professional capacity, or where the *insured student* would or could have earned an income or received remuneration for engaging in that sport or game.

This *policy* also does not cover any *accident* or loss which occurred as a result of the *insured student* engaging in any kind of racing, other than on foot.

8. Air activities

This *policy* does not cover any accident which arises out of or is connected with an activity of the *insured student* in the air, however this exclusion will not apply if the *insured student* was:

1. travelling as a fare paying passenger on a regular scheduled flight or licensed chartered aircraft operated by a recognized airline; or
2. participating in an activity where the activity is managed or guided by a person who is appropriately licensed to undertake that activity, and the provider of that activity is also appropriately licensed to offer that activity.

9. Certain occupations

This *policy* does not cover *accidents* which arise from or are connected with the *insured student* being engaged in any of the following occupations:

1. flight crew;
2. ship's crew;
3. any manual labour work including any site work;
4. any offshore activities commercial diving, oil rigging or marine or aerial photographer;
5. any occupation requiring the handling of explosives;
6. being engaged as an actor or actress;
7. being a tour guide or tour escort;
8. being a member of any country's emergency services or armed forces.

This exclusion does not apply if the *insured student* was engaged in one of the above occupations as a compulsory requirement of his or her course of study.

10. Cyber risks

This *policy* does not provide cover for the following:

1. Loss of, or damage to, data or software, in particular any detrimental change in data, software or computer programs caused by a deletion, corruption or deformation of the original structure, and any business interruption losses resulting from this loss or damage. However, loss of 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 of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

11. Sanctions

This exclusion applies despite anything else set out in this *policy* which may appear to be contradictory.

If, because of any law or regulation which applies to *us* (either at the time the *policy* commenced or at any point afterwards), providing cover to *you* would be unlawful because it would breach a sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United States of America or the People's Republic of China/Hong Kong SAR, no cover or benefit under this *policy* will be provided to *you* and *we* will have no liability whatsoever to *you*, to the extent it would be in breach of any such law or regulation.

Making a claim under this policy

1. Information we need for all claims

If you need to make a claim under this *policy*, you must provide us with written notice of the claim as soon as possible after the accident, but no later than 30 days after the *accident* or expiry of the *policy* (whichever is earlier).

For claims under the personal liability benefit, you must provide us with information on the circumstances which may give rise to a claim within 14 days of the *accident/incident* or expiry of the *policy* (whichever is earlier).

In addition to a fully completed claim form, a copy of the *insured student's student visa*, a copy of the *insured student's* Hong Kong identification card and copies of the travel tickets for the entire trip, we need you to provide to us certain documents or supporting evidence, which we set out below.

Medical expenses benefit

1. original receipts showing the expenses incurred;
2. a detailed breakdown of the hospitalization charges;
3. a *medical practitioner's* report (but not a summary of the report) stating the diagnosis of the condition treated, the date the *bodily injury* or *sickness* commenced and a summary of the treatment provided, including medicines prescribed and services rendered;
4. for the *Chinese medical practitioner* expenses, the original receipts including the diagnosis from the *Chinese medical practitioner* (applicable for follow-up medical treatment received in the *usual country of residence*);
5. a copy of any referral letter for x-rays, pathology tests, physiotherapy, chiropractic or other services received;
6. a copy of any prescriptions for medicines required as a result of the *bodily injury* or *sickness*.

Top up inpatient medical expenses benefit

1. original receipts showing the expenses incurred;
2. a detailed breakdown of the hospitalization charges;
3. a *medical practitioner's* report (but not a summary of the report) stating the diagnosis of the condition treated, the date the *bodily injury* or *sickness* commenced and a summary of the treatment provided, including medicines prescribed and services rendered;
4. a copy of your other insurance policy that provides *basic medical expenses cover*;
5. correspondence or other documentation evidencing that the *basic medical expenses cover* under that other insurance policy has been exhausted.

Personal accident benefit

1. a report from a *medical practitioner* giving details on the nature and extent of the injury and the period of disability;
2. the original local police report;
3. if the claim is for the death of the *insured student*, a copy of the death certificate, the relevant coroner's report and a certified true copy of letters of administration or probate;

Cancellation charges benefit

1. documents that show the cause of cancellation, e.g. death certificate, doctor's confirmation, official report or written confirmation issued by the relevant public body or authority;
2. the original receipt for the relevant prepaid tour, *tuition fees*, travel ticket or accommodation arrangements
3. written confirmation from the travel agent or operator, hotel or airline or other relevant party certifying the "refund amount" of the deposit or pre-paid fare;
4. any documents certifying the *insured student's* relationship with the patient or the deceased, e.g. copy of marriage or birth certificate.

Curtailement of trip benefit

1. documents showing the cause of curtailment, e.g. death certificate, doctor's confirmation, official report or written confirmation issued by the relevant public body or authority;
2. the original receipt for the prepaid tour, *tuition fees*, travel ticket or accommodation arrangements;
3. written confirmation from the travel agent or operator, hotel or airline or other relevant party certifying the "forfeited and irrecoverable amount" of the pre-paid and unused portion of the transport or accommodation arrangement;
4. documents certifying the *insured student's* relationship with the patient or the deceased, e.g. copy of marriage or birth certificate;
5. the original receipt for additional travel expenses for returning to the *usual country of residence*.

Kidnapping Benefit

1. the original police report or *insured student's* statement to police or the incident report from the relevant authority indicating the circumstances of incident;
2. the original receipt for the travel ticket or accommodation arrangements;
3. if the claim is for the death of the *insured student*, a copy of the death certificate, the relevant coroner's report and a certified true copy of letters of administration or probate;

Education Fund Benefit

1. a report from a *medical practitioner* giving the nature and extent of the injury and disability;
2. if the claim is for the death of the parent, stepparent or legal guardian, a copy of the death certificate, the relevant coroner's report and a certified true copy of the letters of administration or probate;
3. the original tax receipt for the relevant *tuition fee* from the *educational institution*;
4. written confirmation from the *educational institution* confirming the amount of unpaid *tuition fee* owing;
5. any documents evidencing the *insured student's* relationship with the patient or the deceased, e.g. copy of birth certificate.

Travel delay benefit

1. written confirmation from the relevant carrier confirming the reason and duration of the delay;
2. the original purchase receipt showing the additional travel cost for re-routing.

Baggage benefit

1. the original police report or baggage irregularity report from carrier or loss report from the relevant authority;
2. the original purchase receipt for the lost or damaged item;
3. photos of the damaged item;
4. the repair quotation and receipt showing the cause of damage and the repair cost;
5. the repairer's confirmation for non-repairable damage.

Personal liability benefit

1. the original police report or statement to police;
2. photos relevant to the claim, if possible;
3. all writs, summons, letters or communications regarding any claim must be sent to *us* immediately unanswered. *You* must not make any admission, promise, offer or payment for any claim without *our* prior written consent

2. General claims conditions

If *we* don't receive these documents or other supporting evidence *we* may be unable to settle *your* claim.

If *we* have requested certain documents or other supporting evidence, and *you* do not provide this information to *us* within 180 days of our request, *we* will consider that *your* claim has been abandoned and *we* will not be liable to pay *you* any benefit under this *policy*.

We will not be liable for any claim arising from an *accident* which is not notified to *us* in accordance with *our* claims requirements, or for which proper medical care and treatment is not sought or followed.

We will not be liable for any legal action in relation to a claim which is commenced after 12 months following the date of the *accident* unless the claim is in arbitration.

If *we* consider that one of the general exclusions applies to a claim made under this *policy*, *you* will be responsible for any expense incurred in proving to *us* that it does not apply.

3. Medical and personal accident claims

When assessing *your* claim under **Medical expenses benefit, Personal accident benefit, Cancellation charges benefit and Curtailment of trip benefit**, *we* may require the *insured student* to submit to a medical examination, or to provide further certificates or information.

In the case of the death of the *insured student*, *we* may also require a post-mortem examination to be carried out, which *we* will arrange at *our* expense.

The failure of *you* or the *insured student* to comply with *our* requests for information or examinations may result in the claim being denied.

General conditions for the whole policy

These general conditions apply to all of the benefits under this *policy*.

1. Journeys covered

We will only provide cover for *journeys* which commence within the *period of insurance* and end on the earliest of:

1. the last day specified in the *schedule*; or
2. when the *insured student* completes the immigration arrival clearance procedure for returning to *the usual country of residence* after the *journey*.

2. Extension of cover

We can grant an extension of cover once the *period of insurance* has commenced, however any extension granted will be at *our* sole discretion.

If the *journey* is unavoidably delayed in the course of the scheduled itinerary which was stipulated prior to the departure of the *insured student*, cover under this *policy* will be automatically extended for a maximum period of 10 days.

3. Renewal

We will send *You* a renewal notice with the renewal terms (the terms may be different from this Policy) if *We* desire to renew this Policy. Subject to the *insured student's* age not exceeding 65, this Policy will be renewed if the required premium and documents for renewal are received by *Us* in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of *Our* right under this clause and/or the renewed Policy.

4. Cancellation

We may cancel this *policy* at any time during the *period of insurance* by sending a notice of cancellation with at least 7 days' prior notice to *you* at *your* last known address. If *we* cancel the *policy* under this clause, *you* will be entitled to a pro-rata refund of the premium corresponding to the unexpired portion of the *period of insurance*.

You may cancel this *policy* by sending written notice to *us*. If *you* have not made a claim during the current *period of insurance*, *we* will refund to *you* a proportion of the premium (less a minimum premium of HK\$500 which will be retained by *us*) according to the table below.

Period of insurance	Refund amount
Less than 1 month	90% of premium paid
2 months	80%
3 months	70%
4 months	60%
5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	10%
More than 9 months	No refund

5. Payments

We will pay benefits up to the amount stated in the Table of Benefits, however if the total charges incurred by *you* or the *insured student* exceed the amounts listed, *you* will be liable for the additional charges.

We do not offer any direct billing or payments to third parties unless specified. All claims will be settled by making a payment to *you*. In the event of the death of the *insured student* under this *policy*, unless there has been a beneficiary noted on the *schedule*, we will pay the death benefit to the estate of the *insured student*.

If we make a payment to *you* under this *policy*, *your* rights of recovery and indemnity against any third party will be subrogated to *us*. If we exercise this right of subrogation, we may take action in *your* name and *you* agree to assist *us* in any way required. Any amounts we recover under subrogation will belong to *us*.

6. Age

We will provide cover to *insured students* who are aged between 12 and 65 years. No benefits will be paid to *you* if the *insured student* is over 65 years of age.

If the *insured student* is a child under 18 years of age, *you* must purchase this policy on their behalf.

7. Arbitration

If *you* and *we* have any disputes that arise out of this *policy*, those disputes will be determined by arbitration as set out in the Arbitration Ordinance.

You and *we* must agree on the appropriate arbitrator, and if an agreement cannot be reached, the choice will be referred to the Chairman of the Hong Kong International Arbitration Centre.

You agree that neither *you* nor *we* are able to proceed with a dispute without first obtaining an arbitration award.

If *we* deny a claim under this policy, and *you* don't take any action to dispute that denial within 12 months of the date *we* denied *your* claim, *you* agree that *your* claim will be deemed abandoned and *you* will not be able to take any further action against *us* for that claim.

8. Jurisdiction

This *policy* is subject to the exclusive jurisdiction of the laws of *Hong Kong*.

9. Warranties

You warrant that, to the best of *your* knowledge and belief, no *insured student* is travelling against the advice of a *medical practitioner*, or for the purpose of obtaining medical treatment in another country. *You* also warrant that, at the beginning of the *period of insurance*, the *insured student* is not aware of any conditions or circumstances which may require the *journey* to be cancelled or curtailed.

10. Contracts (Rights of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623) of the Laws of Hong Kong does not apply to this *policy*, and the only parties who may enforce the terms of the *policy* are *you* and *us* (or *your* or *our* authorised representatives)

Definitions

Certain words and phrases referred to in this *policy* have specific meanings. Those meanings are set out below.

In this *policy*, if we use words to describe one gender, we will also be referring to the other gender. Any words which indicate the singular will also include the plural and vice-versa as the case may be.

We use headings for convenience only, and they do not affect the interpretation of this *policy*.

Accident

An *accident* is something that occurs entirely beyond the control of the *insured student*, and is caused by violent, external and visible means. The *accident* must happen during the *period of insurance*.

Act of terrorism

When we refer to an *act of terrorism*, we mean an act, including but not limited to, the use of force or violence (or the threat to use force or violence), by any person or group(s) of persons, regardless of whether they are acting alone or in connection with any organisation(s) or government(s), where that act is committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or to put the public (or any section of the public) in fear.

Basic medical expenses cover

When we refer to *basic medical expenses cover*, we mean a separate policy of insurance that *you* have taken out with either *us* or another insurance company which provides insurance cover for *inpatient medical expenses* of a similar kind to those *inpatient medical expenses* which are covered under benefit 1.

Bodily injury

A *bodily injury* is any injury which:

1. has been caused solely by an *accident* (and nothing else); and
2. either:
 - (i) requires medical or surgical treatment, or
 - (ii) results in the death of the *insured student* within 12 months of the *accident*.

Chinese medical practitioner

A *Chinese medical practitioner* is a person who is registered as a *Chinese medical practitioner* with the Chinese Medical Council of Hong Kong in accordance with the Chinese Medicine Ordinance (Cap 549) of the laws of *Hong Kong*.

Close relative

When we refer to a *close relative* of the *insured student*, we mean the *insured student's* spouse, parents, siblings or children.

Company, we, us, our

When we refer to the *Company, we, us* or *our*, we mean FWD General Insurance Company Limited.

Compulsory quarantine

A *compulsory quarantine* is when the *insured student* is required by a local government under its quarantine laws to be hospitalised or to stay at a specific place.

Educational institution

When we refer to an *educational institution*, we mean a university, college, school or other facility which is located outside of *Hong Kong* and which is attended by the *insured student* as a condition of his or her *student visa*.

Hong Kong

When we refer to *Hong Kong* we mean Hong Kong Special Administrative Region of the People's Republic of China.

Hospital

When we refer to a *hospital*, we mean a health care institution which is registered as a *hospital* and has all of the following available:

1. facilities for diagnostic procedures and surgery;
2. 24 hour nursing care which is provided by registered nurses;
3. the supervision of a *medical practitioner*.

If a health care institution is a clinic, a place for drug or alcohol addicts, an aged care, nursing, convalescent or rest home, or a home for the aged, then that institution will not be considered to be a *hospital* for any benefit under this *policy*.

Immediate family members

When we refer to *immediate family members*, we mean the *insured student's* legal spouse, children (both natural and adopted), siblings, parents (including parents-in-law), grandparents, grandchildren, legal guardian, stepparents or stepchildren.

Infectious disease

An *infectious disease* is any kind of *infectious disease* for which a pandemic alert has been issued by the World Health Organisation and a compulsory quarantine is enforced.

Inpatient

An *insured student* will be considered to be an *inpatient* if his or her *medical practitioner* has recommended the *insured student* be admitted for medical treatment at a *hospital*. An *insured student* will not be an *inpatient* in a *hospital* if the treatment is for less than 24 hours.

Insured student

The *insured student* is the student who is nominated by *you* as a person who is to be covered by this *policy*, and is named on the *policy schedule* as an *insured person*.

Journey

A *journey* is the trip taken by the *insured student* that starts once the *insured student* passes through immigration departure process in *Hong Kong*, and ends when the *insured student* has completed the immigration arrival process back in *Hong Kong*.

Kidnapping

When we refer to a *kidnap* or *kidnapping*, we mean the act of abducting someone and holding them captive, for use as a hostage or to extract a ransom, but not where the sole purpose of the abduction is for the extortion of money from that hostage's own bank account.

Loss of hearing

If the *insured student* has a measured loss of more than 80 decibels hearing loss, we will consider that to be a total and irrevocable *loss of hearing*.

Loss of limb

When we refer to a *loss of a limb*, we mean a permanent loss by physical severance at or above the wrist or ankle joint.

Loss of sight

When we refer to a *loss of sight*, we mean a permanent *loss of sight* in both eyes.

Loss of speech

When we refer to a loss of speech, we mean the total loss of speech from any cause, including:

1. the inability to articulate any three of the four sounds which contribute to the action of speech (alveololabial sounds, palatal sounds, labial sounds and velan sounds);
2. the total loss of vocal cords; or
3. damage to the speech centre in the brain.

Medical expenses

When we refer to *medical expenses* in this *policy*, we mean those actual expenses *you* (or the *insured student*) have incurred for treatment of an injury or illness covered by this *policy*, where that treatment has been recommended by a *medical practitioner*, and includes only those expenses which *you* would normally expect to pay for that treatment.

Medical practitioner

A *medical practitioner* is a person, independent from *you* or the *insured student*, who holds a degree in western medicine and is registered to practice medical and/or surgical services.

Period of insurance

The *period of insurance* is that period which is stated on the *schedule* and during which this *policy* will operate.

Permanent total disablement

When we refer to *permanent total disablement* of the *insured student*, we mean total disablement caused by an *accident* which:

1. prevents the *insured student* from attending his or her normal *educational institution* for a minimum of 52 consecutive weeks;
2. is certified by a *medical practitioner* at the end of that period as being a condition that will permanently and totally disable the *insured student* from studying at any *educational institution*; and
3. is beyond any hope of improvement.

When we refer to the *permanent total disablement* of a parent, step parent or legal guardian of the *insured student*, we mean a total disablement caused by an *accident* which:

1. prevents the parent, step parent or legal guardian from attending his or her normal occupation for a minimum of 52 consecutive weeks;
2. is certified by a *medical practitioner* at the end of that period as being a condition that will permanently and totally disable the parent, stepparent or legal guardian from engaging in any gainful employment; and
3. is beyond any hope of improvement.

Policy

When we refer to the *policy*, we mean the complete insurance contract between *you* and *us*, made up of those documents referred to on page 2.

Policyholder, you, yours

The *policyholder* is person who has taken out this *policy* of insurance. The *policy schedule* will refer to that person as the insured or certificate holder.

When we use the words *you* and *yours*, we are referring to the *policyholder*.

Pre-existing conditions

When we refer to *pre-existing conditions*, we mean any sickness, disease or physical condition suffered by the *insured student* before the commencement of the *period of insurance*, or which presented signs or symptoms prior to the commencement of the *policy* of which *you* and/or the *insured student* were aware or should reasonably have been aware.

Prescribed medicines

When we refer to *prescribed medicines*, we mean any medicine or pharmaceutical drug which has been prescribed by a *medical practitioner* for treatment relating to an *accident*.

Principal home

When we refer to the *insured student's principal home*, we mean the private dwelling located in *Hong Kong* and which is the *insured student's* only permanent residence.

Public conveyance

When we refer to a *public conveyance*, we mean a public transport carrier operated by a reputable transport company which is mechanically propelled and licensed to carry fare-paying passengers.

For the purposes of this *policy*, a *public conveyance* does not include a contractor, chartered or private carrier or any carrier operated primarily for sightseeing activities and the amusement of passengers.

Room and board

When we refer to *room and board*, we mean those *hospital* accommodation charges which include meals and general nursing services.

Serious bodily injury or sickness

When we refer to a *serious bodily injury or sickness*, we mean a *bodily injury or sickness* which:

1. requires treatment by a *medical practitioner*;
2. which the *medical practitioner* certifies as being dangerous to the life of the *insured student*; and
3. renders him or her unfit to travel or continue with his or her study at the *educational institution*.

When a *serious bodily injury or sickness* occurs to the *insured student's immediate family member*, we mean an injury or sickness certified by a *medical practitioner* as being dangerous to life and which results in the *insured student's* discontinuation or cancellation of his or her original *journey*.

Serious medical condition

When we refer to a *serious medical condition* for the worldwide emergency assistance benefits in benefit 3, we mean a condition which, in the opinion of Intl.SOS constitutes a serious medical emergency which requires urgent treatment to avoid death or serious impairment to the *insured student*. The seriousness of the medical condition will be judged by Intl.SOS based on the geographical location of the *insured student*, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Sickness

When we refer to a *sickness*, we mean an unhealthy condition of the body.

Schedule

When we refer to the *schedule*, we mean that document which is issued to *you* and which sets out the *period of insurance*, the limits of cover and other important details about *your* insurance. If *you* received a *certificate* of insurance, this is the same as the *schedule* and means the same thing for the purposes of this *policy*.

Student visa

When we refer to a *student visa* we mean a visa which is obtained for the purpose of the *insured student* being able to undertake a full time course of study at an *educational institution* in a country other than *Hong Kong*.

Third degree burns

When we refer to *third degree burns*, we mean the destruction of the skin to its full depth and damage to the tissues beneath, with burnt areas equal to or greater than 5% of the *insured student's* head, or 10% of the *insured student's* total body surface area.

Travel alert

When we refer to a *travel alert*, we mean an alert which has been issued by the Government of *Hong Kong* under the Outbound Travel Alert (OTA) system.

Tuition fee

When we refer to *tuition fee* we mean that fee which is charged by an *educational institution* for the cost of providing a course or courses to the *insured student*, and which leads to a recognized educational qualification.

Usual country of residence

When we refer to *usual country of residence*, we mean the country where the *insured student* commences his or her *journey*.

Unless specified in the *schedule* or an endorsement to this *policy*, for the purposes of this *policy*, the *usual country of residence* will be *Hong Kong*.

Worldwide emergency assistance services

When we refer to the *worldwide emergency assistance service*, we mean the medical assistance or related services which are provided by International SOS Assistance (HK) Limited through its assistance centre.