



## QBE General Insurance (Hong Kong) Limited

昆士蘭保險(香港)有限公司

A member of the worldwide QBE Insurance Group 澳洲昆士蘭保險集團成員

## TravelSure Insurance Policy

(Valid from 25 Sep 2017)

**QBE General Insurance (Hong Kong) Limited** hereinafter called the 'Company' agrees, subject to the terms, exclusions and conditions contained or endorsed herein, that if during the **Period of Insurance** stated in the **Schedule** issued under this Policy, any **Insured Person** suffers loss as shown below, the Company will indemnify such Insured Person to the extent as defined.

The Policyholder as the Proposer on behalf of the Insured Person(s) by the Proposal Form or statements made to the Company, including a declaration made to the Company, which shall be the basis of and shall form part of each relevant contract, has applied for insurance and the Company has agreed to provide such insurance.

The Company agrees only on the basis of the terms and conditions contained in the Policy and subject to payment of the relevant premium, to provide insurance cover to the Insured Persons.

Where the Proposal Form or statements, including a declaration, is in respect of more than one Insured Person, the Company further only agrees to provide the insurance on the basis that this Policy, notwithstanding any other provision, is deemed and accepted to constitute separate insurance in respect of each such Insured Person covered.

### DEFINITIONS

**Accident** – as referred to the definitions of Injury means a sudden unforeseen and fortuitous event with violent, external and visible means.

**Booked Holidays** – including any pre-paid and unused travel fare, accommodation deposit and / or cost of admission ticket to any major sporting event, musical concert, museum or theme park at the booked destination and the booked date of consumption shown on the booking invoice must be within the **Period of Insurance**.

**Child / Children** – means dependent and unmarried child/children who is/are aged under 18 as at commencement of the Journey and are travelling with the Policyholder and/or his/her Spouse for the entire Journey.

**Covered Special Activities** – horse riding, trekking, submarine riding, bungee jumping, helicopter riding or hot-air ballooning (only if as a fare-paying passenger in the helicopter or hot air balloon flown in the course of licensed operations by properly-licensed crews).

**Curtailement** – means abandonment of the Booked Holidays after arrival at the booked destination as shown on booking invoice by returning to place of residence in Hong Kong.

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

**Injury** – means bodily injury resulting solely, directly and independently of all other causes from an Accident occurred during the Period of Insurance.

**Insured Person** – all Insured Person(s) as named in the Schedule and where applicable, including the Insured Person(s)' guardian(s) acting in the capacity of guardian(s). In the case of the Policyholder is a business entity/company, the "Insured Persons" are to be interpreted as "Insured Employees" so long as they are named or described in the Schedule.

**Journey** – means travel originating from Hong Kong and ceasing when the Insured Person returning and re-entering into Hong Kong.

**Natural Disaster** – means a landslide, lightning, typhoon, earthquake, volcanic eruption, tsunami, hurricane or sandstorm.

**Overseas** – means destination(s) outside the territorial boundaries of Hong Kong.

**Policyholder** – the Proposer, individual or business entity/company who takes out the insurance policy on behalf of the Insured Person(s).

**Registered Medical Practitioner** – means any person who is a legally qualified and registered medical practitioner to render medical or surgical service, but excluding a Registered Medical Practitioner who is the Insured Person, the Spouse, the relative or the employer of the Insured Person.

**Registered or Listed Chinese Medicine Practitioner** – means any person whose name appears on the List of Registered or Listed Chinese Medicine Practitioners as approved and qualified practitioner administrated by the Chinese Medicine Council of Hong Kong, but excluding a Registered or Listed Chinese Medicine Practitioner who is the Insured Person, the Spouse, the Relative or the employer of the Insured Person.

**Serious Injury or Serious Sickness** – means Injury or Sickness certified by a Registered Medical Practitioner as being dangerous to life or causing critical impairment to health conditions.

**Sickness** – means illness or disease commencing or contracted by the Insured Person during the Period of Insurance which is the direct and independent cause of loss for which the claim is made and which requires the attendance of a medical practitioner.

**Spouse** – means someone to whom the Insured Person is legally married to or with whom the Insured Person lives in a relationship equivalent to marriage (whether of the same or opposite gender) and with whom the Insured Person has continuously cohabited for a period of at least 3 months prior to the commencement date of the Journey.

**Travel Alert** – the alert issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System. There are 3 levels of Travel Alert: 'Amber Alert', 'Red Alert' and 'Black Alert'. Definition of the 'Travel Alert' may be changed by the Company from time to time based on changes to the OTA System communicated to the Company by the Government of Hong Kong.

**Underwater Activities** – including underwater strolling, underwater diving and / or scuba diving.

**Water Sports** – including swimming, snorkelling, wind surfing, water surfing, water skiing, parasailing, banana boat trip, water motorcycling, rafting, canoeing, boating or kayaking, sailing, cruising, fishing on boat or yacht, and sliding in licensed water park.

**Winter Sports** – including skiing, snowboarding, tobogganing, sledding, snow motorcycling and ice skating.

### GEOGRAPHICAL LIMITS

Area 1 Mainland China and Macau.(only applicable for the Period of Insurance of 5 days or less)

Area 2 Mainland China, Bangladesh, Brunei, Cambodia, Guam, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Mongolia, Myanmar, Nepal, Pakistan, Philippines, Saipan, Singapore, Taiwan, Thailand, Tinian and Vietnam.

Area 3 Worldwide

This Policy is only valid for travel originating from Hong Kong.

### PERIOD OF INSURANCE

- (1) For all Sections (except for Section 5 (Personal Money and Documents) and Section 8 (Loss or Deposit or Cancellation), the Period of Insurance shall be as shown in the Schedule issued under this Policy, and commences when the Insured Person leaves his/her place of residence or business in Hong Kong (whichever is the earlier) to commence the Journey until the time of return to his/her place of residence or business in Hong Kong (whichever is the later) on completion of the Journey. In any event, not to commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return to Hong Kong, or arrival at final destination.
- (2) In respect of Section 5 (Personal Money and Documents), insurance commences (1) at the time when the Schedule is issued **OR** (2) 24 hours before the Period of Insurance shown in the Schedule issued under this Policy, whichever is the later.
- (3) In respect of Section 8 (Loss of Deposit or Cancellation), insurance is effective immediately when the Policy is issued.
- (4) This Policy covers on the basis of single Journey. (except for Annual Global Cover).
- (5) In the event of Annual Global Cover, each Journey shall not exceed sixty (60) days. For single trip cover, the Journey shall not exceed six (6) months.
- (6) For Annual Global Cover, covers end at (1) the last day of the Period of Insurance **OR** (2) the ending of Insured Person's last Journey provided that the Journey is started within the Period of Insurance, whichever is the later.

## SECTION 1 - MEDICAL AND OTHER EXPENSES

### (a) Medical Expenses

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person	HK\$600,000	HK\$1,000,000

The Company will pay

1. Medical, hospital, treatment expenses including the cost of dental treatment as a result of Accident only, guarantee of overseas hospital admittance deposit up to HK\$20,000, emergency transportation to a registered medical institution, additional accommodation and travelling expenses (including such additional expenses of a relative or friend required on medical advice to travel to, or remain behind with the Insured Person), necessarily incurred outside Hong Kong, within 12 months of the date of incident giving rise to the claim as a direct result of accidental bodily Injury sustained or Sickness contracted by the Insured Person during the Period of Insurance.
2. Reasonable additional accommodation and travelling expenses (confined to economy class) incurred to return dependent Children back to the Insured Person's place of residence in Hong Kong who are left unattended as a result of the Insured Person's hospitalisation.
3. Reasonable additional accommodation and travelling expenses (confined to economy class) to Hong Kong, necessarily and unavoidably incurred as a result of (a) death, Serious Injury or Serious Sickness of the Insured Person's Spouse, parent, parent-in-law, Child, brother, sister, fiancé, fiancée, or grandparent who resides in Hong Kong or (b) hi-jack, or riot or civil commotion which first occurs during the Period of Insurance.
4. A Hospital Cash Benefit of HK\$500 per day up to a maximum limit of HK\$5,000 in total is allowed to any Insured Person who is admitted to hospital outside Hong Kong for more than 24 hours.
5. A Hospital Cash Benefit of HK\$500 per day up to a maximum limit of HK\$5,000 in total is allowed to any Insured Person who, on return to Hong Kong, is admitted to hospital in Hong Kong for more than 24 hours as a result of an insured accidental bodily Injury or Sickness which occurred or was contracted during the Period of Insurance. An Insured Person may not claim more than HK\$5,000 in total under benefits 4 and 5.
6. The necessary medical, hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees and Registered or Listed Chinese Medicine Practitioner and Bone-Setting fees\*) reasonably incurred by the Insured Person in Hong Kong within three months after the Insured Person's return from abroad, such expenses having resulted from an insured accidental bodily Injury or Sickness, which occurred or was contracted abroad during the Period of Insurance and which necessitated medical consultation whilst abroad, up to a limit of HK\$75,000 in total for each Insured Person.

(\*N.B. Registered or Listed Chinese Medicine Practitioner and bone-setting fees are subject to a maximum of HK\$150 per visit per day, up to a maximum of HK\$2,000.)

### EXCLUDING

1. Treatment or aid obtained in Hong Kong (except as specifically provided for in benefits 5 and 6 of Section 1(a) above).
2. Surgery or medical treatment which, in the opinion of the medical practitioner treating the Insured Person, can be reasonably delayed until the Insured Person's return to Hong Kong or arrival in Country of final destination for travellers not returning to Hong Kong.
3. The additional cost of single or private room accommodation at a hospital, clinic or nursing home, except where the medical practitioner treating the Insured Person deems it necessary for the Insured Person to occupy such accommodation.
4. Medical consultation or treatment (other than chinese medicine practitioner and Bone-Setting), not received from local legally Registered Medical Practitioner.
5. For the follow up medical treatment obtained outside Hong Kong

### (b) 24 Hours Worldwide Emergency Assistance Services

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person		
(i) Emergency Medical Evacuation / Repatriation	Actual Cost	Actual Cost
(ii) Repatriation of Mortal Remains	Actual Cost	Actual Cost

Access to a Worldwide Emergency Assistance network operated by Inter Partner Assistance, a nominated service provider of the following services for the Insured Person:

1. Emergency Medical Evacuation and / or Repatriation  
In the event the Insured Person is suffering from a Serious Injury or Serious Sickness whilst travelling Overseas:
  - (i) Emergency Medical Evacuation shall be provided by utilizing appropriate and suitable means, based on the Insured Person's medical condition, to arrange the Insured Person to the nearest Hospital or clinic with appropriate or adequate medical facility, and / or
  - (ii) Emergency Medical Repatriation shall be provided, if the Insured Person's medical conditions allow, to arrange the Insured Persons back to Hong Kong for continuation of treatment.Evacuation or repatriation arrangement by Worldwide Emergency Assistance shall include but not be limited to air ambulance, regular air transportation, road network or any other appropriate means and if required, the assignment of a doctor and /or nurse to accompany the Insured Person throughout the process. All costs and expenses incurred shall be borne by Worldwide Emergency Assistance.
2. Repatriation of Mortal Remains  
In the event of death of Insured Person whilst travelling Overseas, Worldwide Emergency Assistance shall
  - (i) Arrange and pay for repatriation of mortal remains to Hong Kong; or
  - (ii) Pay for Overseas burial expenses not exceeding the costs of repatriating the mortal remains to Hong Kong.
3. 24 Hours Emergency Assistance Services  
A 24-Hour Emergency Telephone Assistance Service is provided to the Insured Person so that, in the event of an emergency medical problem or situation herein covered, help and advice will be given, and, if necessary emergency repatriation will be arranged. The 24-Hour Emergency Telephone Service number is (852) 2862 0183.

## SECTION 2 - PERSONAL ACCIDENT

In the event of bodily Injury caused solely and directly by accidental, violent, external and visible means being sustained by an Insured Person during the Period of Insurance, the following benefits will be paid:

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
(1) Death by Accident	HK\$600,000	HK\$1,000,000
(2) Loss of one or more limbs or one or both eyes	HK\$600,000	HK\$1,000,000
(3) Permanent Total Disablement	HK\$600,000	HK\$1,000,000

- |     |                              |             |               |
|-----|------------------------------|-------------|---------------|
| (4) | Loss of hearing in both ears | HK\$600,000 | HK\$1,000,000 |
| (5) | Loss of speech               | HK\$600,000 | HK\$1,000,000 |
- (6) In addition to benefit (1) above, in the event of death of the Insured Person resulting from an Accident, an immediate Cash Relief benefit of HK\$50,000 will be paid to the next of kin of the deceased.
- (7) In addition to benefit (1), (3) and (6) above, in the event of accidental death or Permanent Total Disablement of the Policyholder who is also the Insured Person under the policy during the Period of Insurance and the premium of this Policy is paid by any credit card issued by Hang Seng Bank Limited ("Relevant Credit Card") and held by the Policyholder, this Policy covers the outstanding balance including credit card interest and charges at the date of the Accident causing the Policyholder's death or Permanent Total Disablement of the Relevant Credit Card for up to maximum HK\$50,000 per Policy.

OR

In the event of death of the Insured Person due to Sickness, a benefit of HK\$20,000 will be paid.

#### PROVISIONS

- (i) In respect of an Insured Person who is aged under 18 at the time of Death, the death benefit (1) above will be limited to HK\$100,000.
- (ii) No claims will be payable:
- Under benefits (1), (2), (6), (7) and "death due to Sickness" above, unless such death or loss occurs within 12 months of the date of Accident or the date of contracting Sickness.
  - Under benefits (3), (4) and (5) above, except on proof to the Company that the disablement has continued for 12 months from the date of Injury and in all probability, will continue for the remainder of the Insured Person's life.
- (iii) The maximum amount of all benefits, except for benefit (6) and (7), payable for one or more injuries sustained by an Insured Person during the Period of Insurance shall not exceed HK\$600,000 and HK\$1,000,000 for Area 1 and Areas 2 & 3 respectively for all other cases.
- (iv) Under the benefit (7), if the Policyholder is additionally covered by one or more policy(ies) underwritten by the Company for the covered credit card in the same Accident, this Policy will only cover the portion (if any) of the outstanding balance of the covered credit card after deducting the benefit payable from those policy(ies).

#### DEFINITIONS

Loss of a Limb means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.

Loss of an Eye means the complete and irrecoverable and irremediable loss of the sight of an eye.

Loss of Hearing means permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment.

Loss of Speech means total and irrecoverable loss of speech irremediable by surgical or other means of treatment.

Permanent Total Disablement means absolute disablement from engaging in or giving attention to any gainful occupation for 12 calendar months and at the end of that time being beyond hope of improvement.

### SECTION 3 - BAGGAGE AND PERSONAL EFFECTS

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person	HK\$3,000	HK\$15,000
Limit per article (except mobile telecommunication device for Single Trip Cover)	HK\$1,500	HK\$5,000
Limit per mobile telecommunication device for Single Trip Cover	HK\$1,500	HK\$3,000

The Company will pay for loss of or damage to baggage taken, sent in advance or purchased on the trip (including clothing and personal effects worn or carried on the person, trunks, suitcases, receptacles and the like), occurring during the Period of Insurance and owned by the Insured Person.

In the event that the Insured Person purchases a comparable replacement for the lost article, the Company will pay the replacement cost providing the lost article was not more than two years old at the date of loss. If the Insured Person cannot prove the age of the lost article or if the article is more than two years old or if the article is not replaced, the Company will assess the claim on the basis of intrinsic value of the article, or the cost of repair, whichever is the lesser.

If any article is proven to be beyond economic repair, a claim will be assessed under this Policy as if the article had been lost.

The Company has its option to indemnify the Insured Person by cash payment for the loss or damage or by repair or replacement.

In the event of loss or damage occurring whilst the insured property is in the custody or control of an airline or carrier, the Insured Person should firstly lodge his/her claim against that airline or carrier.

The Company shall reimburse the balance if the Insured Person is not fully compensated by the airline/carrier subject to the limit under this Section of the Policy.

In any circumstances, the maximum amount payable under this Section for an Insured Person shall not exceed the maximum limits of HK\$3,000 for Area 1 and HK\$15,000 for Areas 2 & 3.

#### PAIR AND SET CLAUSE

Where any insured item consists of articles in a pair or set, this Section will not pay more than the value of any particular part or parts which may be lost, without reference to any special cause which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

#### EXCLUDING

- Loss or damage arising from delay or confiscation or detention by Customs or other official.
- Loss or damage to foods, stamps, documents (other than those specifically mentioned in Section 5), contact or corneal lenses or damage to fragile articles.
- Business goods or samples.
- Normal wear and tear, gradual deterioration or mechanical or electrical breakdown or derangement.
- Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and, in the case of an airline, a Property Irregularity Report obtained.
- Loss not reported to the police within 24 hours and a report obtained.
- Loss of or damage to banknotes, treasury bills, currency notes or any other form of negotiable document.
- Replacement cost of credit cards (other than those specifically mentioned in Section 5).
- Loss of unattended properties.
- Any property or personal belongings specifically insured elsewhere or recovered/repaid by a third party.
- The loss and/or damage which has been paid by Section 4.

## SECTION 4 - DELAYED BAGGAGE

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person	Not applicable	HK\$1,000
The Company will pay for emergency purchases of essential items or clothing or requisites consequent upon temporary deprivation of baggage for at least 10 hours from time of arrival at destination abroad due to mishandling by the airlines or hi-jack.		

### EXCLUDING

1. The delayed baggage suffered while the Insured Person is returning to Hong Kong or place of origin.
2. The loss and /or damage which has been paid by Section 3.

## SECTION 5 - PERSONAL MONEY AND DOCUMENTS

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person	HK\$750	HK\$3,000
The Company will pay for loss of money owned by the Insured Person (including cash, bank or currency notes, cheques, travellers cheques, postal or money orders), travel tickets, passports, Hong Kong Identity Card or the like, applicable entry visas, driving licences and/or any other travel documents, petrol coupons or credit vouchers, or loss of and unauthorised use of credit cards by any person not related to, or residing with, the Insured Person.		
The Company shall reimburse the replacement cost of travel documents including passports, Hong Kong Identity Card or the like, applicable entry visas, credit cards, driving licences and other travel documents.		
In any circumstances, the maximum amount payable under this Section for an Insured Person shall not exceed the maximum limits of HK\$750 for Area 1 and HK\$3,000 for Areas 2 & 3.		

### EXCLUDING

1. Loss not reported to the police within 24 hours and a report obtained.
2. Shortages due to error, omission, exchange or depreciation in value.
3. Loss or damage arising from delay or confiscation or detention by Customs or other official.
4. Loss of traveller's cheques and credit cards not immediately reported to the local branch or agent of issuing authority.
5. Loss of credit cards not complying with the terms and conditions of the issuing authority.
6. Loss of or damage to documents (other than those specifically mentioned in this Section).
7. Loss of membership cards of any kind.

## SECTION 6 - PERSONAL LIABILITY

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person (Inclusive of all cost and expenses)	HK\$500,000	HK\$1,500,000
The Company will indemnify the Insured Person for his/her legal liability to third parties arising during the Period of Insurance as a result of:		
(a) Accidental bodily Injury (including death or disease) to any person.		
(b) Accidental loss of or damage to property.		
In addition, to indemnify the Insured Person for:		
(c) Third Parties costs and expenses recoverable from the Insured Person either under Common Law or under the law of the Country where the accident, loss or damage occurred; and		
(d) The Insured Person's costs and expenses incurred with the written prior consent of the Company.		

### EXCLUDING

Claims arising directly or indirectly from, in respect of or due to:

1. Employers' Liability, contractual liability or liability to a member of an Insured Person's family.
2. property belonging to or held in trust or in the care, custody or control of an Insured Person.
3. any wilful, malicious or unlawful act of an Insured Person.
4. pursuit of trade, business or profession.
5. ownership or occupation of land or building (other than occupation only of any temporary residence).
6. ownership, possession or use of vehicles, aircraft or watercraft.
7. legal costs resulting from any criminal proceedings.
8. the Insured Person being under the influence of drugs or intoxicating liquor, or engaging in mountaineering (except that incidental to Winter Sports), ski-racing in major events, ski-jumping, ice hockey, the use of bob-sleighs or skeletons, riding or driving in races or rallies or the use of firearms.

## SECTION 7 - TRAVEL DELAY OR RE-ROUTING

### (a) Travel Delay

	<u>Areas 1, 2 &amp; 3</u>
Maximum Limit per Insured Person - benefit 7(a)(1) or Maximum Limit per Insured Person - benefit 7(a)(2)	HK\$2,000 HK\$1,000
Insured Person cannot claim under both Section 7(a) (1) and Section 7(a)(2) for the same loss.	

In the event of the departure or arrival of the aircraft, train, sea vessel in which the Insured Person had arranged to travel being delayed for at least 6 hours from the time specified in the itinerary supplied to the Insured Person caused by events beyond control of the Insured Person, the Company will pay **either**:

- (1) cash benefit for the travel delay:  
a cash benefit of HK\$250 for the first 6 hours delay and HK\$200 for each full 8 hours delay thereafter (the delay being calculated from the departure time of the aircraft, train, or sea vessel specified in the itinerary) up to a maximum of HK\$2,000 per Insured Person;

### OR

- (2) In the event of a travel delay outside Hong Kong for more than 24 consecutive hours, the Company shall reimburse the Insured Person on either the irrecoverable loss of pre-paid or reasonable and necessary additional expenses incurred on hotel room charges up to a maximum of HK\$1,000 per Insured Person ;

**(b) Re-routing**

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person	HK\$2,000	HK\$10,000

(1) Re-routing:

In the event of the departure or arrival of the aircraft, train, sea vessel in which the Insured Person had arranged to travel being delayed for at least 8 hours from the time specified in the itinerary supplied to the Insured Person caused by events beyond control of the Insured Person and Insured Person will not claim for benefit from Section 7 (a) – Travel Delay, the Company will pay travel re-routing expenses arising from the travel delay, including:

(i) loss of irrecoverable tour or travel or accommodation deposits or payments paid in advance or contracted to be paid for the benefit of the Insured Person only after the Insured Person has commenced the Journey abroad, in the event of necessary and unavoidable cancellation of the holiday/trip by the Insured Person,

**OR**

(ii) any additional travel costs including alternative public transportation costs and accommodation expenses necessarily incurred as a direct consequence of travel delay if the Insured Person has to re-route to get to his/her original destination in the event of necessary and unavoidable cancellation of the transportation arranged.

(2) Travel re-routing under Black Alert:

In the event that Black Alert is issued for the country of planned destination where the Insured Person is visiting (notwithstanding General Exclusion (A)1(c)), the Company will, subject to the limit as stated in the Policy, pay for any additional travel costs including alternative public transportation costs and accommodation expenses necessarily incurred as a direct consequence of the issuance of the Black Alert for the country of planned destination if the Insured Person has to re-route to get to alternative destination or return to Hong Kong after the Insured Person has commenced the Journey.

**EXCLUDING**

Claims arising directly or indirectly from, in respect of or due to:

1. failure of the Insured Person to check in according to the itinerary supplied to him/her, and obtain written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for such delay.
2. strike or industrial action existing at the date this insurance is purchased by the Insured Person.
3. late arrival of the Insured Person at the airport or port or train station after check-in or booking-in-time. (except for the late arrival caused by events beyond control of the Insured Person).
4. Black Alert is issued by the Government of Hong Kong under the Outbound Travel Alert (OTA) System for the country of planned destination prior to the insurance application (for Single Trip Cover) or booking the scheduled Journey (for Annual Global Cover).

Insured Person cannot claim under both Section 7(a) and Section 7(b) for the same loss.

**SECTION 8 - LOSS OF DEPOSIT OR CANCELLATION**

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person	HK\$5,000	HK\$30,000

The Company will pay for the loss of irrecoverable tour and Booked Holidays paid in advance or contracted to be paid for the benefit of the Insured Person only, in the event of necessary and unavoidable cancellation of Booked Holidays by the Insured Person after the Policy is issued and prior to the commencement of Journey and arising from the following situation:

- (a) the death, Serious Injury or Serious Sickness of the Insured Person, immediate family members (Insured Person's Spouse, parent, parent-in-law, Child, brother, sister, fiancé, fiancée, grandparent) or business partner of the Insured Person, or upon receipt of a witness summons or being summoned for jury service occurring after this Insurance has been effected.
- (b) unexpected outbreak of Natural Disaster at the planned destination arising within one (1) week before the departure date of the Journey.
- (c) the issuance of Red Alert or Black Alert for the country of planned destination before the departure of the Journey (notwithstanding General Exclusions (A)1(c)), provided that:
  1. in the event of no Travel Alert has been issued to the planned destination on the issue date of the Policy or the date which the Booked Holidays is billed (whichever is later), the Red Alert or Black Alert is issued to the planned destination at least one (1) day after the day on which the Policy is issued or the date which the Booked Holidays is billed (whichever is later); in the event of Travel Alert has been issued to the planned destination on the date which the Policy is issued or the date which the Booked Holidays is billed (whichever is later), cancellation of the Booked Holidays is subject to a higher level of Travel Alert being Red or Black Alert and the higher level of Travel Alert must be issued to the planned destination at least one (1) day after the Policy is issued or the date which the Booked Holidays is billed (whichever is later).
  2. benefits payable for Loss of Deposit or Cancellation under Red Alert is up to 50% of the relevant loss under this Section; whereas benefits payable under Black Alert is up to 100% of the relevant loss under this Section.

**EXCLUDING**

Claims arising directly or indirectly from, in respect of or due to:

1. government regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the Booked Holidays (including error, omission or default) by the provider of any service forming part of the Booked Holidays as well as of the agent or tour operator through whom the holiday was booked.
2. disinclination to travel or financial circumstances of any Insured Person.
3. any unlawful act or criminal proceedings of any person on whom the holiday plans depend, other than attendance under subpoena as a witness at a Court of Law.
4. failure to notify travel agent/tour operator or provider of transport or accommodation immediately once it is found necessary to cancel the travel arrangements.
5. any training or studying courses fee deposits.

**SECTION 9 - CURTAILMENT**

	<u>Area 1</u>	<u>Areas 2 &amp; 3</u>
Maximum Limit per Insured Person	HK\$5,000	HK\$30,000

The Company will allow proportional return of the irrecoverable prepaid cost of the Booked Holidays as shown on the booking invoice, calculated at pro-rata for each complete day of the Booked Holidays lost, arising from the following situations and/or additional hotel accommodation incurred to obtain lost travel documents arising out of robbery, burglary or theft provided that such accommodation is not better than that before the loss.

- (a) the death, Serious Injury or Serious Sickness of the Insured Person, immediate family members (Insured Person's Spouse, parent, parent-in-law, Child, brother, sister, fiancé, fiancée, grandparent) or business partner of the Insured Person, or upon receipt of a witness summon or being summoned for jury service occurring after this Insurance has been effected.
- (b) unexpected outbreak of Natural Disaster at the planned destination that prohibits the continuation of the Journey.
- (c) the issuance of Red Alert or Black Alert for the country of planned destination during the Journey (notwithstanding General Exclusions (A)1(c)), provided that:
  1. in the event of Travel Alert has been issued to the planned destination on the date which the Policy is issued or the date which the Booked Holidays is billed (whichever is later), curtailment of the Booked Holidays is subject to a higher level of Travel Alert inclusive of Red or Black Alert.
  2. benefits payable for Curtailment under Red Alert is up to 50% of the relevant loss under this Section; whereas benefits payable under Black Alert is up to 100% of the relevant loss under this Section.

#### **EXCLUDING**

Claims arising directly or indirectly from, in respect of or due to:

1. government regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the Booked Holidays (including error, omission or default) by the provider of any service forming part of the Booked Holidays as well as the agent or tour operator through whom the holiday was booked.
2. disinclination to travel or financial circumstances of any Insured Person.
3. any unlawful act or criminal proceedings of any person on whom the holiday plans depend, other than attendance under subpoena as a witness at a Court of Law.
4. failure to notify travel agent/tour operator or provider of transport or accommodation immediately once it is found necessary to curtail the travel arrangements.

#### **ONE WAY COVER MEMORANDUM (Not Applicable to Annual Global Cover)**

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

#### **FAMILY RATE (Family of the Policyholder refers to his/her Spouse and/or Children as selected in Plan Premium Type in Proposal Form)**

The Company agrees, in consideration of the payment of an additional premium, to extend the cover to (1) the Policyholder's Spouse or his/her Children (irrespective of the number) or (2) his/her family (Spouse and Children), subject to the terms and conditions of this Policy and the Schedule.

#### **INSURED PERSON AGED BETWEEN 6 AND 11**

Insured Person aged between 6 and 11 and enrolled in the Plan individually must travel with at least one adult relative for the entire Journey.

#### **AUTOMATIC 10 DAYS EXTENSION (Not Applicable to Annual Global Cover)**

This Insurance will be automatically extended for a maximum period of 10 days in the event that the Insured Person is unavoidably delayed in the course of the scheduled itinerary which was stipulated prior to departure.

#### **EXTENSION FOR WINTER SPORTS, UNDERWATER ACTIVITIES, WATER SPORTS AND COVERED SPECIAL ACTIVITIES**

This Policy will cover the Winter Sports, Underwater Activities, Water Sports and the Covered Special Activities as defined in Definitions and subject to the terms, conditions and exclusions of this Policy.

#### **TERRORISM EXTENSION - ENDORSEMENT**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy has been extended to include cover for acts of terrorism other than for loss, damage, death, Injury, Sickness, cost or expense of whatsoever nature directly or indirectly caused by, contributed by, resulting from or in connection with any acts of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, death, Injury, Sickness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any acts of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

#### **Burden of Proof**

If the Company alleges that by reason of this endorsement, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person or his/her estate administrator.

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

#### **RENTAL VEHICLE EXCESS EXTENSION**

If the Insured Person rents or hires a rental vehicle outside Hong Kong during the Journey which is involved in a collision whilst under the control of the Insured Person or such vehicle is stolen or damaged and the rental agreement includes an excess (or deductible or similar condition), the Company will reimburse the Insured Person for the rental vehicle excess up to the maximum HK\$5,000 per Insured Person for the liable loss or damage of the rental vehicle.

In no event shall this benefit be paid more than once per Journey.

#### **Special Condition for This Extension**

1. This Extension is only applicable for the Policy of Area 2 and 3 only.
2. The Insured Person must take relevant comprehensive motor vehicle insurance provided by the rental organization against loss or damage to the rental vehicle during the rental period.

#### **Exclusions Applicable For This Extension**

This Extension does not cover

1. Motor cycle and cycle;
2. any use of the rental vehicle by the Insured Person that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
3. any condition under the influence of alcohol or drugs of the Insured Person who is in charge of a rental vehicle;
4. any illegal or unlawful use of the rental vehicle by the Insured Person during the rental period;
5. the Insured Person not holding a valid driving license for the country;
6. any rental vehicle that has not taken out a comprehensive motor vehicle insurance;
7. Any loss if the Insured Person is not the named driver on the rental agreement; or
8. Any loss if the loss of or damage to the motor vehicle is the direct result of the Insured Person's act which against any of the traffic regulations in the local area.



## NATURAL DISASTER EXTENSION

The Company will reimburse the following events as a direct result of Natural Disaster:

- a. Medical Expenses incurred as a direct result of Natural Disaster during the Journey, the Company will reimburse an additional Sum Insured of item (a) Medical Expenses under SECTION 1 – MEDICAL AND OTHER EXPENSES up to HK\$150,000.
- b. An Insured Person suffers an Injury due to a Natural Disaster during the Journey, which directly and independently of all other causes results in claim payable under benefit 1 to benefit 5 of SECTION 2 – PERSONAL ACCIDENT, the Company will pay an additional Sum Insured up to HK\$300,000.

## GENERAL EXCLUSIONS

Applied to All Sections

(A) This Policy does not cover claims:

1. Directly or indirectly occasioned by, happening through or in consequence of:
  - (a) any Sickness, disease, infirmity, physical defect or condition which existed prior to the Journey.
  - (b) accidents whilst the Insured Person is engaging in sports or games in a professional capacity.
  - (c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority or riot or civil commotion (except as defined under Section 1(a),3)
  - (d) accidents whilst the Insured Person is engaging in racing (other than on foot), motor rallies and competitions, mountaineering (reasonably requiring the use of ropes or guides), skijumping, use of bob-sleighs, hanggliding, gliding, parachuting, pot-holing, rugby, aviation (other than as a fare-paying passenger in a duly certified multi-engined passenger-carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly-licensed crew), hot air ballooning (except for as a fare-paying passenger in the hot air balloon flown in the course of licensed operations by properly-licensed crews).
  - (e) wilfully self-inflicted Injury or Sickness, insanity, the effect or influence (temporary or otherwise) of alcohol, or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Registered Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
  - (f) nuclear fission, nuclear fusion or radioactive contamination.
2. In respect of any property more specifically insured or any claim which, but for the existence of this Policy, would be recoverable under any other Policy of insurance.
3. Incidents which may give rise to a claim not notified directly in writing to the Company within 31 days of the expiry of the Schedule.
4. If the Insured Person is travelling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment or for migration.
5. For sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex).
6. For pregnancy, miscarriage, childbirth and all complications thereof (this exclusion shall not be applicable to Section 3, 4 and 5).
7. In respect of Insured Person reaching the age of 75 before the inception of Annual Global Cover.
8. In respect of any manual work engaged in during the Period of Insurance.
9. Injuries sustained or contracted as a result of participation in illegal acts.
10. Expense or loss, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, involving the use or release or threat thereof of any nuclear weapon or device or chemical or biological agent caused or contributed to by acts of terrorism.

(B) IT Clarification Clause

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

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from the policy:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.  
Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) 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.

## RIGHTS OF THIRD PARTIES

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall 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 or United States of America.

Subject otherwise to the terms, conditions and exceptions of the Policy.

## GENERAL CONDITIONS

1. Interpretation  
This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
2. Compliance with Conditions  
The due observance and fulfilment of all the terms and conditions of this Policy by the Policyholder, Insured Person, or anyone acting on his/her behalf insofar as they relate to anything to be done or complied with by the Policyholder, Insured Person, or anyone acting on his/her behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.
3. Reasonable Care  
The Policyholder or Insured Person shall act in a prudent manner and exercise reasonable care and prevent accidents, Injury, Sickness, loss or damage.
4. Fraud  
If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made, then this Policy shall be void and no claim shall be payable.
5. Claim  
In the event of a claim, the Policyholder or Insured Person should:
  - (a) advise the Company in writing as soon as possible.

- (b) provide all documents, information and evidence as may be required by the Company at the expense of the Policyholder, Insured Person or his/her legal representatives.
  - (c) in the case of loss of or damage to baggage whilst in the custody of carriers or loss of baggage or money, obtain a report from the carrier, the police or other proper authority and provide a copy when claiming to the Company.
  - (d) in the event of loss of money, report such loss to the police within 24 hours of discovery and obtain a report.
  - (e) not entitle to admit liability on behalf of the Company or to give any representations or other undertakings binding upon them except with the Company's written consent.
  - (f) render his/her full co-operation during the course of investigation or assessment of the claim.
6. Company's Rights after a Claim
- The Company shall be entitled to conduct in the name of and on behalf of the Policyholder or Insured Person, the defence or settlement of any legal action and take proceedings at their own expenses and for their own benefit but in the name of the Policyholder or Insured Person to recover compensation from any third party in respect of anything covered by this Policy and to instruct solicitors of their own choice of this purpose. In the event of the death of the Insured Person, the Company shall have the right to have a post mortem at their own expense.
7. Arbitration
- If any difference shall arise as to be the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in Hong Kong. Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.
8. Premium
- No refund of premium is allowed once the Schedule has been issued, except for:
- (a) Annual Global Cover.
  - (b) Single Trip Cover: No refund of premium is allowed for Single Trip Cover once the Schedule has been issued, except for the following condition: Upon the issuance of any Travel Alert for the country of planned destination, the Policyholder or the Insured Person can give notice in writing to the Company to terminate the Policy before the commencement of the scheduled Journey. Provided that no claim has been reported, the Policyholder shall be entitled to full refund of premium. Under any other circumstances, no refund of premium is allowed for Single Trip Cover once the application form has been accepted.
9. Payment of Claims
- (a) Indemnity payable under this Policy shall be paid to the Insured Person unless the Insured Person directs the Company otherwise in writing in a manner as accepted by the Company prior to payment. In the absence of any such written direction, any indemnity unpaid at the time of death of the Insured Person (including indemnity for loss of life) shall be paid to the estate of the Insured Person.
  - (b) Upon receipt of the settlement sum by the Insured Person indicated under paragraph (a) above shall be deemed as a final and complete discharge of all liability of the Company.
  - (c) Under paragraph (a) above, payment to the designated beneficiary or, if none or if such beneficiary cannot be found after reasonable enquiry, to the Insured Person's executors or personal representatives shall discharge the Company from all further liability hereunder and the Company shall in no circumstances be liable to see to the application of distribution of any amount so paid pursuant to this Policy.
  - (d) Payment of the claims will be based on the exchange rate prevailing at the date of loss.
10. Cancellation (Applicable to Annual Global Cover Only)
- The Company may cancel this Policy by sending 30 days written notice to the Policyholder at his/her last known address and, in such event, the Policyholder shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance.
- The Policyholder may, on behalf of the Insured Persons or any of them, cancel the policy or cancel insurance with respect to any Insured Person, and each Insurance Person may also cancel his/her own insurance, by sending 30 days written notice to the Company. The Company will then refund the unexpired portion of premium of the Period of Insurance of the insurance so cancelled to the Policyholder subject to a maximum premium of 50% of the annual premium paid, whether the cancellation is requested by the Policyholder or the relevant Insured Person.
11. Duplicate Application
- An Insured Person shall not be covered under more than one TravelSure Protection Plan underwritten by the Company for the same trip. In the event that an Insured Person is covered by more than one policy issued by the Company, benefit will be based on the policy which provides the greatest amount of benefit.

The TravelSure Protection Plan is underwritten by QBE General Insurance (Hong Kong) Limited, which is authorised and regulated in Hong Kong by the Insurance Authority. Hang Seng Bank Limited is an insurance agent authorised by QBE General Insurance (Hong Kong) Limited.

The TravelSure Protection Plan is only available for subscription for residents of the Hong Kong.