

PING AN ONLINE TRAVEL INSURANCE POLICY

IMPORTANT: *THIS Policy will not be valid unless a Schedule signed by an Authorised Representative of China Ping An Insurance (HK) Co., Ltd is attached hereto. Certain words and phrases that appear in bold print have special meanings. Definitions appear in Part I: Definitions of the Policy. Please read this Policy carefully.*

The **Company** in reliance upon the statements made in the proposal for insurance forming a part of this Policy and in consideration of the premium paid by the **Insured**, agrees to insure the **Insured** against loss covered under this Policy subject to and in accordance with the exclusions, limitations, provisions, and terms described herein.

PART I: DEFINITIONS

Accident or **Accidental** means a sudden, unforeseen and unexpected event happening by chance.

Accidental Bodily Injury means physical bodily injury which is **Accidental** and is the direct and independent cause of the loss for which claim is made during the Term of Coverage.

Actual Cash Value means the **Replacement Cost** for lost or damaged property, less allowance for physical deterioration and depreciation including obsolescence.

Act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Amount of Benefit means the amount selected by the **Insured** in the proposal and shown in the Schedule, and for which the premium has been paid.

Chinese Medicine Practitioner shall mean a Chinese medicine practitioner who is duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong), but in no circumstance shall include the **Insured** Person, the **Policyholder**, an insurance intermediary, an employer, employee, **Immediate Family Member** or business partner of the **Policyholder** and/or the **Insured** Person.

Close Business Companion means a business companion who travels with the **Insured** for the same business purpose, and whose presence is necessary for the **Insured's** business.

Company means the China Ping An Insurance (Hong Kong) Company Limited

Coronavirus Disease means an infectious disease named by the World Health Organization as "COVID-19" virus which is caused by SARS-CoV-2 virus.

Covered Trip means the period of travel for which insurance under this Policy has been requested and the premium paid.

Emergency Medical Treatment means necessary medical treatment of any sudden, life threatening **Accidental Bodily Injury** or **Sickness** during a **Covered Trip**, where time is of the essence.

Family Policy means a policy providing cover for maximum of two adults and all children below 17 years of age. Each child must be related to either of the two adults.

Hijack or **Hijacking** means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance and its crew, in which the **Insured** is travelling.

Hong Kong means the Hong Kong Special Administrative Region. If a **Covered Trip** does not originate from the Hong Kong Special Administrative Region, the term **Hong Kong** shall be understood to mean the **Insured's** place of departure, but only if the **Covered Trip** includes the Hong Kong Special Administrative Region as one point on its itinerary.

Immediate Family Member means spouse, children, siblings, parents, parents-in-law, grandparents, grandchildren, legal guardian, nieces or nephews. For purpose of Insuring Clauses 3A, 3B and 4A only, **Immediate Family Member** shall also include a **Close Business Companion**.

Indemnity means amounts the **Insured** shall be legally obligated to pay to an injured party for (a) loss or damage to property of others; (b) expenses incurred for first aid or land/marine ambulance service; or (c) expenses incurred in the conduct of suit, lawyer's fees for arbitration, compromise or conciliation, all incurred by the **Insured** with the consent of the **Company**.

Insured means the person or persons named in the Schedule and for whom the required premium has been paid.

Injury shall mean the bodily injury sustained in an **Accident** directly and independently of all other causes.

Loss of Hearing means **Permanent** irrecoverable loss of hearing where one sixth of a +2b+2c+d is above 80 dB. (a dB = hearing loss at 500 Hertz, b dB = hearing loss at 1,000 Hertz, c dB = hearing loss at 2,000 Hertz, d dB = hearing loss at 4,000 Hertz)

Loss of Speech means the inability to articulate any three of the four sounds which contribute to speech, as follows: the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds. **Loss of Speech** also means total loss of use of vocal cords or damage to the speech centre in the brain resulting in Aphasia.

Loss of Sight means complete blindness which is **Permanent** and incurable.

Medical Facility means a licensed clinic, hospital or similar institution operating primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients and providing 24-hour nursing service by licensed, registered, or graduate nurses, and having a staff of one or more licensed **Physicians** available at all times and which provides organised facilities for diagnosis and surgical procedures.

Medical Practitioner means a person who is not a relative of the **Insured** and other than the **Insured**, is a registered medical practitioner under Medical Registration Ordinance, Chapter 161, Laws of **Hong Kong**. In the event of treatment or surgical operation received outside **Hong Kong**, it shall mean a person other than the **Insured** person, who is qualified by degree in western

medicine, legally authorized in the geographical area of his/her practice to render medical and surgical services.

Permanent means lasting twelve (12) consecutive months from the date of **Accident** and at the expiry of that period being beyond hope of improvement.

Permanent Total Disablement means the **Insured** is prevented from engaging in each and every occupation or employment for compensation or profit for which the **Insured** is reasonably qualified by reason of education, training or experience, and such disability has continued for twelve (12) consecutive months. This condition must be certified by a **Physician**.

Physician means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the **Sickness** or **Accidental Bodily Injury**, and who is not a relative of the **Insured**.

Policyholder means the organisation/people stated in the corresponding item in the Schedule.

Program Medical Advisor means Europ Assistance Hong Kong Limited or its authorized representative.

Public Common Carrier means any mechanically propelled conveyance operated by a **company** or an individual licensed to carry passengers for hire.

Replacement Cost means the cost on the date of loss to repair or replace lost or damaged property with material of like kind and quality, including customs duties, but not more than the **Insured** actually spends to repair or replace the property at the same or another premises for the same use in the same country. There is no deduction for depreciation.

Robbery means loss of or damage to baggage or personal property caused by use of intimidation or force to deprive the **Insured** of such baggage or personal property.

Sickness means illness or disease commencing during the Term of Coverage which is the direct and independent cause of loss for which claim is made, and which requires the attendance of a **Physician**.

Serious Sickness means an **Injury** or **Sickness** for which the **Insured** or **Immediate Family Member** or **Travel Companion** requires treatment and which is certified by a **Medical Practitioner** as being dangerous to life and as rendering the **Insured** unfit to travel or continue with the **Insured** original insured **Covered Trip**.

Theft means loss or damage to baggage or personal property caused by the taking of such baggage or personal property without the **Insured's** consent, other than **Robbery**.

Transfer means the least expensive means of scheduled **Public Common Carrier** transportation available and necessary to effect Emergency Medical Evacuation, Return of Mortal Remains, Care Visit or Child Escort for the **Insured**, as per Insuring Clauses 1B, 1C, 4A and 4B.

Travel Companion means the person who committed or arranged the travel booking or reservation together with the **Insured** Person and accompanied the **Insured** Person for the whole **Covered Trip** and is also **Insured** with the **Company** under the same **Covered Trip** other than the tour guide or the tour member.

Transfer Expenses means direct out of pocket expenses determined to be reasonable and necessary to provide the **Insured** with Special Care, Emergency Medical Evacuation or Return of Mortal Remains services, less any monies refundable for the original return fare, as per Insuring Clauses 1B, 1C, 4A and 4B.

Travel Provider means a firm in the travel industry that arranges travel for a fee.

OTA Alert means the travel alert issued by the Security Bureau of the Hong Kong SAR Government under the Outbound Travel Alert (OTA).

PART II: DESCRIPTION OF COVERAGE

INSURING CLAUSES 1: MEDICAL AND PERSONAL ACCIDENT

A. MEDICAL EXPENSES

If **Accidental Bodily Injury** or **Sickness** or **Coronavirus Disease** suffered by an **Insured** during a **Covered Trip** requires treatment or medicine by a **Physician**, confinement in a **Medical Facility**, treatment performed by a health care service if continued hospitalisation would otherwise have been required, x-ray examination, medicines and/or required consumables, the use of land/marine ambulance or any dental treatment as a result of an **Accidental Bodily Injury** to sound and natural teeth, the **Company** will reimburse the reasonable costs of such goods and services actually rendered overseas (except meals and foodstuffs) within 365 days from the date of loss, up to the **Amount of Benefit** stated in the Schedule.

Medical expenses incurred in **Hong Kong** for treatment by a **Physician** and/or **Chinese Medicine Practitioner** of a covered **Sickness** or **Coronavirus Disease** or **Accidental Bodily Injury** suffered overseas, and for which treatment has been initially sought overseas, will be covered up to 90 days after return to **Hong Kong** for up to 10% of the unused portion of the **Amount of Benefit** stated in the Schedule.

The sub-limit benefit against Coronavirus Disease is subject to Amount of Benefit stated in the Schedule. For **Insureds** under 17 years of age or over 75 years of age, the **Amount of Benefit** for this Insuring Clause 1A will be 50% of the **Amount of Benefit** stated in the Schedule.

B. EMERGENCY MEDICAL EVACUATION

If **Accidental Bodily injury** or **Sickness** of an **Insured** occurs during a **Covered Trip** and requires **Emergency Medical Treatment** not available locally, the **Company** will pay up to the **Amount of Benefit** stated in the Schedule, the **Transfer Expenses** incurred if it becomes medically necessary to **Transfer** the **Insured** to a more appropriate **Medical Facility**, or return to **Hong Kong** if necessary, less any monies refundable from the original airfare. The **Transfer** shall be approved by the **Program medical Advisor**.

C. RETURN OF MORTAL REMAINS

If an **Insured** dies during a **Covered Trip** as a result of **Accidental Bodily Injury** or **Sickness**, the **Company** will pay the **Transfer Expenses** incurred for the **Transfer** of mortal remains to **Hong Kong**. The **Transfer** shall be approved by the **Program Medical Advisor**.

D. PERSONAL ACCIDENT:

- a) Loss of life: If **Accidental Bodily injury** to the **Insured**, sustained during a **Covered Trip**, causes loss of life within 365 days of the date of **Accident**, the **Company** will pay 100% of the **Amount of Benefit** stated in the Schedule, for **Insureds** between the ages of 17 and 75 years, 50% the **Amount of Benefit** stated in the Schedule for **Insureds** under 17 and over 75 years of age.
- b) Other Loss: If **Accidental Bodily Injury** to the **Insured**, sustained during a **Covered Trip**, causes loss as stated below within 365 days from the date of **Accident**, the **Company** will pay compensation in the form of a percentage of the **Amount of Benefit** stated in the Schedule, as set forth below:
- | | |
|--|------|
| 1. Permanent Total Disablement | 100% |
| 2. Permanent Loss or Incurable Paralysis of All Limbs | 100% |
| 3. Permanent Total Loss of Sight in both eyes | 100% |
| 4. Permanent Total Loss of Sight in one eye | 100% |
| 5. Loss of or the Permanent Total Loss of Use of two limbs | 100% |
| 6. Loss of or the Permanent Total Loss of Use of one limb | 100% |
| 7. Permanent and Total Loss of Speech and Hearing | 100% |
| 8. Permanent and Total Loss of Hearing in both ears | 75% |
| 9. Permanent and Total Loss of Hearing in one ear | 15% |

The above percentage amounts apply for **Insureds** between 17 and 75 years of age. For **Insureds** under 17 or over 75 years of age, the percentage of the **Amount of Benefit** payable for covered loss shall be 50% of the percentages shown above.

Permanent and total loss includes **Permanent** and total loss of use of such organ(s). The **Company** shall pay compensation under this clause for only one item of loss with the greatest amount. The **Company** will not pay more than the **Amount of Benefit** stated in the Schedule, for all of the **Accidental Bodily Injuries** resulting from one **Accident**.

- c) **Disappearance:** If the **Insured's** body has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the **Insured** was travelling at the time of the injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the **Insured** suffered loss of life resulting from **Bodily Injury** caused by an **Accident** covered by this Policy at the time of such disappearance, sinking or wrecking.

E. TRANSPORT HAZARDS

If, during a **Covered Trip**:

- (i) the **Insured** sustains **Accidental Bodily Injury** which arises out of an **Accident** occurring while the **Insured** is riding as a fare paying passenger in or on, boarding or alighting from a **Public Common Carrier**, and
- (ii) the **Accidental Bodily Injury** sustained causes the **Insured** to suffer loss of life, **Permanent Total Disablement** or other loss,

Then the **Company** will pay under this Insuring Clause 1E, the same percentages of the **Amount of Benefit** stated in the Schedule, as set forth under Insuring Clause 1D.

This Insuring Clause 1E does not apply to **Insureds** under 17 or over 75 years of age.

F. CONSOLATION BEBENIT

If the **Insured** suffers loss of life during a **Covered Trip** resulting from **Sickness**, the **Company** will pay the **Amount of Benefit** stated in the Schedule. This Insuring Clause 1F does not apply to **Insureds** under 17 or 75 years of age.

G. TRANSLATION SERVICE

Reasonable costs shall not exceed HKD500 per day and up to **Amount of Benefit** stated in the Schedule for any one occurrence incurred by the **Insured** in engaging the service of a local translator/interpreter in the hospital where the **Insured** is confined caused by an **Insured Accidental Bodily Injury** or **Sickness** or **Coronavirus Disease**, which occurred or was contracted abroad during the Period of Insurance, subject to the period of confinement exceeding 24 hours.

H. FUNERAL EXPENSES

The **Company** will pay the reasonable funeral expense (other than burial or cremation charges) outside the Hong Kong SAR in the locality of death of the **Insured** Person up to **Amount of Benefit** stated in the Schedule per **Insured** Person. Provided that the expenses shall be paid directly to the funeral home (or similar establishment) and only upon receipt of satisfactory supporting documentation.

INSURING CLAUSE 2 : PERSONAL BELONGINGS

A. PERSONAL BAGGAGE

NOTIFY ANY LOSS IMMEDIATELY TO THE PROPER AUTHORITIES; Obtain a Police Report! This is Required to Process Your Claim!

The **Company** will reimburse the **Insured** up to the **Amount of Benefit** stated in the Schedule for each item, subject to the total **Amount of Benefit** stated in the Schedule for all items, arising out of **Accidental** loss of or damage to the **Insured's** baggage and personal property contained in such baggage which occurs during a **Covered Trip**. The **Company's** liability will be the **Actual Cash Value** of the article at the time of loss. The **Insured** must take every possible step to safeguard their accompanied baggage or personal property, and not leave them unattended. The loss or damage must occur: (a) as a result of an **Accident**; or (b) while the baggage or personal property is in the possession of hotel staff or a **Public Common Carrier**; or (c) as a result of **Robbery** or **Theft**. Proof of such losses or damage must be obtained in writing from the hotel management, the **Public Common Carrier**, or through making a report to the police having jurisdiction over the place of the loss. The police report must be filed within 24 hours of the loss. All such proofs and receipts and proofs of possession must be made available to the **Company**.

B. PERSONAL MONEY

While overseas during **Covered Trip**, if the **Insured** experiences a loss of cash or banknotes which are belonging to and being carried by the insured or in a locked hotel room due to **Robbery**, burglary or **Theft**, the **Company** shall pay up to the **Amount of Benefit** stated in the Schedule to compensate for actual loss incurred. The loss must be reported to the police having jurisdiction over the place of loss within 24 hours of the loss. Any claim must be accompanied by written documentation from the police. The **Insured** must take every possible precaution to ensure the security of the **Insured's** cash or banknotes.

C. EMERGENCY CASH

If the **Insured** experiences a loss of essential travel documents abroad that prevents the **Insured** from completing the commenced **Covered Trip**, the **Company** will pay the daily **Amount of Benefit** per calendar day up to the maximum **Amount of Benefit** stated in the Schedule, until the earliest of the following: a) the document is replaced/recovered; or b) the **Insured** can continue the **Covered Trip**; or c) the **Insured** can leave the place of loss. Proof of such loss must be obtained by a report to the police having jurisdiction over the place of loss. The police report should be filed within 24 hours of the loss.

INSURING CLAUSE 3: TRAVEL INCONVENIENCE

A. TRIP CANCELLATION

The **Company** will pay for loss of travel and/or accommodation expenses paid in advance by the **Insured** and forfeited, for which the **Insured** is legally liable and which are non-refundable and not recoverable from service provider or any other source upon cancellation prior to the **Covered Trip**. The cancellation of the **Covered Trip** must be as a result of any of the followings:

1. sudden death, **Accidental Bodily Injury** or **Serious Sickness** of the **Insured**, the **Insured's Immediate Family Members** or **Travel Companion**; or
2. witness summons, jury service or compulsory quarantine of the **Insured**; or
3. unexpected outbreak of strike, riot, civil commotion, **Act of Terrorism**, pandemic, natural disaster or adverse weather conditions in Hong Kong on the departure date of the **Covered Trip**; or at the planned destination arising within one week before the departure date of the **Covered Trip**; or
4. unexpected issuance of **OTA Alert** being Black Alert to the city or country where the **Insured** has scheduled to travel to within one week before the departure of the **Covered Trip**.

This Benefit is payable provided that if the relevant event takes place 24 hours after the issue of the Policy and the cause of the cancellation is not related to any circumstance known to or within the control of the **Insured** when planning the **Covered Trip** or applying for the Policy. The **Company** shall reserve the right to collect the original unused travel or admission tickets if a claim is made under this section.

B. TRIP CURTAILMENT

The **Company** will pay for the reasonable additional travelling expenses or board incurred, and loss of travel and/or accommodation expenses paid in advance by the **Insured** and forfeited, which the expenses are irrecoverable from service provider or any other source, after the commencement of a **Covered Trip** that the **Insured** must return directly to Hong Kong as a result of any of the followings:

1. sudden death, **Accidental Bodily Injury** or **Serious Sickness** of the **Insured**, the **Insured's Immediate Family Members** or **Travel Companion**; or
2. unexpected outbreak of strike, riot, civil commotion, **Act of Terrorism**, pandemic, natural disaster or adverse weather conditions at the planned destination that prohibits the continuation of the **Covered Trip**; or
3. serious damage to the **Insured's** home in Hong Kong arising from fire, flood or burglary; or
4. unexpected issuance of **OTA Alert** being Black Alert to the city or country where the **Insured** is travelling.

This Benefit is payable provided that the cause of the cancellation is not related to any circumstance known to or within the control of the **Insured** when planning the **Covered Trip** or applying for the

Policy.

The **Company** shall reserve the right to collect the original unused travel or admission tickets if a claim is made under this section.

C. TRIP RE-ROUTE

In the event of the **Public Common Carrier** in which the **Insured** was scheduled to travel in is cancelled or delayed for more than 6 consecutive hours, due to adverse weather conditions, natural disaster, unanticipated outbreak of riot or civil commotion, **Act of Terrorism**, industrial action, hijack, mechanical breakdown of Public Conveyance or closure of the airport, from the time specified in the itinerary after the commencement of the **Covered Trip**, the **Company** will pay up to the amount stated in the Schedule, for the reasonable additional cost incurred by the **Insured**, using alternative public transportation, to enable the **Insured** to arrive at the **Insured's** destination.

D. TRAVEL DELAY

In the event the **Insured's Covered Trip** is delayed by a **Public Common Carrier** due to adverse weather conditions, natural disaster, unanticipated outbreak of riot or civil commotion, **Act of Terrorism**, industrial action, hijack, mechanical breakdown of Public Conveyance or closure of the airport after the Commencement of the **Insured's Covered Trip**, and the delay exceeds 6 consecutive hours from the time specified in the itinerary, the **Company** will pay the **Amount of Benefit** stated in the Schedule for each and every full 6 consecutive hours delayed, up to the maximum stated in the Schedule.

The period of delay is counted from the originally scheduled time of departure of the arranged **Public Common Carrier** to the actual departure time of the arranged **Public Common Carrier** or first available alternative transportation offered by the relevant **Public Common Carrier**, whichever is lesser.

The **Insured** person can only make a claim under either 3C Trip Re-route or 3D Travel delay.

E. SUBSIDY FOR OVERSEAS QUARANTINE HOTEL COST

In the event of the **Insured** suffering from **Coronavirus Disease** and proof by providing medical report issued by **Medical Practitioner**. The **Company** will reimburse extra overseas quarantine hotel cost when the period of **Covered Trip** is forced to extend and it shall not exceed HKD500 per day per room and up to **Amount of Benefit** stated in the Schedule.

F. BAGGAGE DELAY

**NOTIFY ANY LOSS IMMEDIATELY TO THE PUBLIC COMMON CARRIER:
Obtain a Property Irregularity Form! This is Required to Process Your Claim!**

The **Company** will pay the **Insured** up to the **Amount of Benefit** stated in the Schedule for the emergency purchase of essential toiletries and clothing if the **Insured's** checked-in baggage is delayed, misdirected or temporarily misplaced by the **Public Common Carrier** for a period of 10 consecutive hours after the **Insured's** arrival at the airport of the scheduled destination abroad during a **Covered Trip**. Benefits will not be paid under both Insuring Clauses 2A and 3F of this Policy.

If loss occurs while the **Insured** is returning to his/her residence or place of departure, the **Company** will only be liable up to 50% of the **Amount of Benefit** stated in the Schedule.

G. DOCUMENT LOSS

If the **Insured** experiences a loss of necessary travel documents for immigration clearance and travel ticket while overseas that leads to delay of his/her **Covered Trip**, the **Company** shall pay up to the **Amount of Benefit** stated in the Schedule to compensate for actual loss incurred, including additional travelling expenses, accommodation expenses and replacement fees. Any claims must be accompanied by written documentation from the police having jurisdiction over the place of loss and reported within 24 hours of the loss.

H. RENTAL VEHICLE EXCESS COVERAGE

If the **Insured** person rents or hires a rental vehicle from a registered vehicle rental **Company** in the course of the **Insured** 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 benefits as stated in the Table of Benefits for the liable loss or damage of the rental vehicle. In no event shall this benefit be paid more than once per **Insured** journey.

Special Condition:

The **Insured** person must take out relevant comprehensive motor vehicle insurance provided by the rental organization against loss or damage to the rental vehicle during the rental period.

INSURING CLAUSE 4 : SPECIAL CARE

A. CARE VISIT

If the **Insured** is hospitalized in a foreign country for more than 7 consecutive days, the **Company** will reimburse the **Transfer Expenses** to include a round-trip, economy class air ticket and accommodation to bring one **Immediate Family Member**, or a person whose presence is necessary, chosen by the **Insured**, to the place of hospitalization, provided the **Transfer** is considered necessary by the **Program Medical Advisor**. The **Company's** liability for all **Transfers** as described above shall not exceed the maximum **Amount of Benefit** stated in the Schedule.

B. CHILD ESCORT

If an **Insured** is below 17 years of age, and is left unattended by the hospitalization or death of the accompanying **Insured** adult, the **Company** will reimburse **Transfer Expenses** to include a one-

way economy class air ticket, plus escort service, for the unattended **Insured** child to return to Hong Kong, provided the **Transfer** is considered necessary by the **Program Medical Advisor**. The **Company's** liability for all **Transfers** as described above shall not exceed the maximum **Amount of Benefit** stated in the Schedule.

INSURING CLAUSE 5: PERSONAL LIABILITY

The **Company** will pay the **Indemnity** for damages which the **Insured** becomes legally liable to pay because of bodily injury to any other person or destruction of property of others caused by an **Accident** occurring on a **Covered Trip** during the Period of Insurance stated in the Schedule. The **Company's** liability shall be limited to the maximum **Amount of Benefit** stated in the Schedule.

INSURING CLAUSE 6: HOME PROTECTION

The **Company** will pay the **Insured** for the cost of replacement or repair of the content of the **Insured** principal home in the event of loss of or damage to the contents as a result of burglary involving the use of forcible and violent entry to or exit from the premises whilst the home is uninhabited due to the trip **Insured** thereunder. The maximum amount the **Company** will pay for any one article, set or collection in respect of any one **Insured** is HKD1,000. The maximum amount the **Company** will pay in total under insuring clause 6 in respect of any one **Insured** and/or any one location shall be limited to the **Amount of Benefit** stated in Schedule.

INSURING CLAUSE 7: GOLFING 'Hole In One'

If the **Insured** experiences "Hole-in-One" during a **Covered Trip**, the **Company** shall pay the **Amount of Benefit** stated in the Schedule. Any claim must be accompanied by written proof and documentation of such event.

INSURING CLAUSE 8: CREDIT CARD PROTECTION BENEFIT

Credit Card Protection Benefit

In the event that a claim is payable under this Policy for the death of an **Insured** Person as a result of an **Accident**, the **Company** will also reimburse the outstanding amount charged to the **Insured** Person's credit card account for goods purchased by the **Insured** Person during the Journey.

Exclusion Applicable to Credit Card Protection Benefit

The **Company** shall not be liable for any interest accrued or financial charges on the outstanding balance.

PART III: TERM OF COVERAGE

Coverage commences when the **Insured** completes the immigration department clearance procedure at **Hong Kong** and ceases at the earlier of:

- the expiry of the Period of Insurance specified in the Schedule;
- 180 days after the commencement of the **Covered Trip**; or
- four (4) hours after the **Insured's** arrival in **Hong Kong**, or
- the **Insured's** return to his/her place of **Permanent** residence.

Extension of Coverage : The **Covered Trip** will be extended up to 10 consecutive days at no extra charge if the conveyance upon which the **Insured** is scheduled to travel is delayed, and the reason for such delay is beyond the **Insured's** control and the delay prevents the **Insured** from completing the **Covered Trip** after the commencement of the **Covered Trip** and by the end of the **Covered Trip**. The **Covered Trip** shall be extended only if consent is given by the **Company** prior to the expiry of the **Covered Trip** specified in the Schedule.

PART IV: GENERAL CONDITIONS

Assignment and Beneficiary Change:

No assignment of interest under this Policy shall be binding upon the **Company** unless and until the original or a duplicate thereof is filed at the **Company**. The **Company** does not assume any responsibility for the validity of an assignment. No change of Beneficiary under this Policy shall bind the **Company**, unless consent thereto is formally endorsed herein by the **Company**. No change of Beneficiary under this Policy shall bind the **Company**, unless the **Company** receives written notice of such change.

Beneficiary:

The Loss of life **Amount of Benefit** will be paid to the beneficiary designated by the **Insured** in the proposal. All other **Amount of Benefit** are paid to the **Insured**, except the **Amount of Benefit** payable under Insuring Clauses 1B, 1C, 4A and 4B which are paid to Europ Assistance Hong Kong Ltd or other provider of services rendered to the **Insured**. If the **Insured** has not chosen a beneficiary, or if there is no beneficiary alive when the **Insured** dies, the **Company** will pay the **Amount of Benefit** to the **Insured's** estate.

Cancellation:

The **Company** may cancel this Policy at any time by written notice delivered to the **Insured** mailed to the **Insured's** last known address as shown in the **Company's** records. The notice shall state when such cancellation shall be effective. Upon Cancellation the **Company** shall promptly thereafter return the pro-rata unearned portion of the premium actually paid by the **Insured**. Such cancellation shall be without prejudice to any claim originating prior thereto.

Claims Investigation:

In the event of a claim, the **Company** may make any investigation it deems necessary and both the **Insured** and the **Policyholder** shall co-operate fully with such investigation. Failure by the **Insured** or the **Policyholder** to co-operate with the **Company's** investigation may result in denial of the claim

or cancellation of the Policy.

Compliance with Policy Provisions:

Failure by the **Policyholder** or the **Insured** to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

Duplicate Coverages:

If an **Insured** purchases more than one Ping An travel insurance policy, then the **Company** will only be liable to pay for one covered loss under all such policies, whichever is the highest, and will refund the premium paid for the duplicate coverage.

Entire Contract/Alteration:

The Policy, together with all amendments and other attachments, if any, constitutes the entire contract of insurance. If a proposal is completed by the **Policyholder** or the **Insured**, that proposal will be part of the Policy. The Policy shall not be modified except by written amendment attached hereto and signed by an authorised representative of the **Company**.

Examination of Books and Records:

The **Company** may examine the **Insured's** or the **Policyholder's** books and records relating to this Policy at any time during Policy term and up to three (3) years after the expiration of the Policy or until final adjustment and settlement of all claims under the Policy.

Fraud:

If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made, then the whole Policy shall be voided without any refund and no claim shall be payable.

Jurisdiction:

This Policy shall be governed and construed in accordance with the laws of **Hong Kong**. Any dispute under this Policy shall be settled in accordance with the laws of **Hong Kong**.

Legal Action:

No legal action shall be brought to recover on this Policy until 60 days after the **Company** has been given written Proof of Loss. No such action shall be brought after 2 years from the date of loss.

Limits of Liability and Deductibles:

This Policy is subject to the Limits of Liability and Deductibles stated in the Schedule.

Not Renewable:

This Policy is issued for a single term. It is not renewable. However the Policy may be extended before the termination of the **Covered Trip** if consent is given by the **Company**.

Other Insurance (Applicable to Insuring Clauses 1A, 2A, 2B, 3A, 3B, 3C, 3F, 3G, 5 and 6):

If a covered loss under this Policy is **Insured** under any other valid policy, prior or current, then this Policy shall cover such loss, subject to its limitations, exclusions, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

Physical Examinations and Autopsy:

The **Company**, at its expense, has the right to have the **Insured** examined as often as reasonably necessary while a claim is pending. It may also have an autopsy made unless prohibited by law.

Refunds:

There will be no refund of premium to the **Insured** once coverage under any Insuring Clause of this Policy has become operative unless the **Insured** suffered from **Coronavirus Disease** and proof by providing medical report issued by **Medical Practitioner** before the commencement of **Covered Trip**.

Rights of Recovery:

In the event that authorisation of payment and/or payment is made by the **Company** or on its behalf by its authorised representatives, to include Europ Assistance Hong Kong Limited, the **Company** reserves the right to recover against the **Insured** the full sum which has been paid, or for which the **Company** is liable, to a **Medical Facility** to which the **Insured** has been admitted, less the **Company's** liability under the terms of the Policy.

Subrogation (Applicable to All Insuring Clauses Except Insuring Clauses 1D, 1E, 1F, 1G, 2C):

In the event of any payment made under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery and **Indemnity** against any person or organisation and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall take no action to prejudice such rights.

Territory:

Worldwide

PART V: EXCLUSION:-

GENERAL EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

This Policy does not cover loss arising out of:

- pre-existing congenital or heredity conditions. A pre-existing condition means prior **Sickness** or **Accidental Bodily Injury** of an **Insured**, or **Immediate Family Member of the Insured**, for which medical treatment or advice has been given or the symptoms of which would cause a reasonably prudent person to seek diagnosis, care or treatment within six (6) months prior to the commencement of a **Covered Trip**. For the purpose of Insuring Clauses 3A and 3B, **Sickness** or **Accidental Bodily Injury** should occur after the coverage is purchased but not earlier than 30 days before the commencement of the **Covered Trip**.
- travelling abroad contrary to the advice of a **Physician**, or for the purpose of obtaining medical treatment or services.

- suicide, attempted suicide or intentional self-infliction of bodily injury.
- abortion, miscarriage, pregnancy or childbirth.
- dental care (unless resulting from **Accidental Bodily Injury** to sound and natural teeth).
- mental or nervous disorders, insanity.
- unexplainable or mysterious loss or damage.
- war (whether declared or not), invasion, act of foreign enemies, civil war, revolution, civil unrest amounting to a popular uprising against government, riot and strike, or from the **Insured** performing duties as a member of armed forces, or police, or as a volunteer and engaged in war or crime suppression.
- participation in professional sports events, racing except on foot, mountaineering (unless approved by the **Company**).
- prohibition or regulation by any government, or customs detention.
- damages relating to the unlawful willful, malicious acts of the **Insured**.
- actions of the **Insured** while under the influence of alcohol or drugs to the extent of legal impairment.
- riding in any aircraft except as a fare-paying passenger in a properly licensed aircraft flown by a qualified pilot.
- the **Insured's** actions in the course of committing a felony or while under arrest by authorities because of commission of a felony.
- nuclear weapons, radiation, or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self sustaining process of nuclear fission.
- Where the **Insured** fails to obtain the related vaccine and such vaccine is mandatorily required by the government(s) and/or country the **Insured** is travelling to
- AIDS** or **AIDS Related Complex**, any **Accidental Bodily Injury** or **Sickness** commencing at the time of or subsequent to a sero-positive test for HIV or related disease, or any other sexually transmitted diseases.
- the **Insured** engaging in manual labour or hazardous work including but not limited to offshore drilling, mineral extraction, handling of explosives, site working, stunt works and aerial photography.
- NUCLEAR, CHEMICAL AND BIOLOGICAL TERRORISM**
Any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, 'Act of Terrorism' shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

'Nuclear, Chemical, Biological Terrorism' shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid, gaseous Chemical agent and/or Biological agent in an **Act of Terrorism** during the period of this insurance.

'Chemical' agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

'Biological' agent shall mean any pathogenic (disease producing) microorganism(s) and/or biological toxin(s) including genetically modified organisms and chemically synthesized toxins which cause illness and/or death in human, animals or plants.
- Black Travel Warning Limitation And Exclusion Clause**
The **Company** will not be providing cover against any outbound travel if the city or country which **Insured** want to travel has been proclaimed with a black travel warning issued by the Hong Kong SAR Government. At the time when **Insured** take out the travel policy, the Hong Kong SAR Government has not proclaimed such warning and this policy has been issued, the **Company** will only compensate **Insured's** loss of tour fee and other irrecoverable actual expense.

21. Sanction Limitation And Exclusion Clause

The **Company** shall not be deemed to provide cover and shall not 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 the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, The People's Republic of China / Hong Kong SAR or any jurisdiction or regulation or specific national law applicable to the **Company** or the **Company's** reinsurers panel.

22. Pre-Existing Event Clause

The **Company** will not be providing cover against loss which exists, is known to exist or announced publicly contemplating that the cause of the delay has been made by the **Public**

Common Carrier, Travel Provider, the Weather Observatory (i.e. the hosting of typhoon signal) or applicable authorities on or before the application of this Insurance Policy.

23. Rights of Third Parties Clause

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

24. Strike, Riot, Civil Commotion and Malicious Damage Exclusion Clause

Notwithstanding any provision to the contrary contained in this Policy or the Clause referred to therein, it is agreed that this policy does not cover any accident, injury, disease, loss or liability due to strike, riot, civil commotion or malicious damage.

25. Cyber Exclusion

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this agreement excludes any:

1.1 Cyber Loss;
1.2 loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

Definitions

3. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

4. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

5. Cyber Incident means:

5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System, or

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

6. Computer System means:

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

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

26. Communicable Disease Exclusion (LMA5396)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where.

3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 2A : PERSONAL BAGGAGE

The following causes or property are excluded from coverage under this Policy:

- Animals, motors/motor vehicles/motorcycles or their accessories, boats, or any other conveyances, skis or fragile articles of any kind, household effects, perishable products, foodstuffs, antiques, crockery, china, glass, sculpture, pictures, sports instruments whilst in use, computer software and accessories, portable telecommunication equipment (such as mobile phone, smartphone, pagers), portable/laptop computers, electronic tablets, headsets, any kind of jewellery or accessories made of or contain of any kind of precious materials (such as gold, platinum, diamond, jems, jade or pearl), furs, contact or corneal lenses, artificial teeth or limbs, business documents, bonds or securities, tickets, travel documents, manuscripts or documents of any description, money, coupons, vouchers, travelers cheque, credit cards, stored value cards, postal or money order, medals, coins, stamps, data recorded on disks, tapes, cards or other

equipment.

- Any loss or damage caused by wear, tear, gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, electrical or electronic breakdown or derangement, faulty workmanship or design, the use of faulty materials, or its resulting loss or damage.
- Loss or damage to hired or leased equipment.
- Loss of business goods or samples.
- Loss of unattended baggage sent in advance, souvenirs, or articles mailed or shipped separately.
- Loss of or damage to the **Insured's** personal property or baggage left unattended in any vehicle or conveyance, or in any public place or arising out of the **Insured's** failure to take due care and precautions for the safeguard and security of such property.
- Loss of or damage arising from delay or confiscation or detention by Customs or other officials having jurisdiction over the place of loss.
- Unexplained or mysterious loss or damage.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 2B : PERSONAL MONEY

The **Company** shall not be liable for:

- Any loss or shortage due to error, omission, exchange or depreciation in value.
- Any loss occurring to an **Insured** below the age of 10.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 3A AND 3B: TRIP CANCELLATION AND TRIP CURTAILMENT –

This Policy does not cover loss arising out of:

- Government regulation, control or action, bankruptcy, liquidation or default of **Travel Provider(s)**.
- Public Common Carrier** caused cancellations or delays, unless such cancellations or delays are as a result of bad weather, unavailability of machinery, or an organised, unannounced and unpublicised labour strike that affects public transportation.
- Changes in plans, financial circumstances and any business or contractual obligations of the **Insured**, or an **Immediate Family Member of the Insured**.
- Any delay arising from the **Insured's** refusal or failure to take the first available alternative transportation offered by the relevant **Public Common Carrier**.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 3H: RENTAL VEHICLE EXCESS COVERAGE

This policy does not cover:

- 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.
- Any condition under the influence of alcohol or drugs of the **Insured** person who is in charge of the rental vehicle.
- Any illegal or unlawful use of the rental vehicle by the **Insured** person during the rental period.
- The **Insured** person not holding a valid driving license for the country.
- Any rental vehicle that has not taken out a comprehensive motor vehicle insurance.
- Bicycle or motorcycle as the rental vehicle.
- Any loss if the **Insured** Person is not the named driver on the rental agreement.

DISCLAIMER

The 24 Hours Emergency Assistance Services is arranged through Europ Assistance Hong Kong Ltd. by China Ping An Insurance (Hong Kong) Company Limited to assist the **Insured** in an emergency during his journey. Europ Assistance Hong Kong Ltd. and the professional to whom the beneficiaries are referred by Europ Assistance Hong Kong Ltd are to be responsible for their own acts and are not employees, agents or servants of China Ping An Insurance (Hong Kong) Company Limited, China Ping An Insurance (Hong Kong) Company Limited shall not be responsible for any act or failure to act on the part of Europ Assistance Hong Kong Ltd and these professional such as, and not limited to, **Physicians**, hospital and clinics.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 5: PERSONAL LIABILITY

This Policy does not cover loss arising out of:

- Bodily Injury to any person who is a relative of the **Insured** or who is in the **Insured's** custody or control, or damage to property which belongs to the **Insured** or which is in the **Insured's** custody or control.
- Damages relating to any liability assumed under a contract.
- The ownership, possession, lease or rental of any vehicles, aircraft, firearms or animals.
- The undertaking of any trade or profession.
- Any criminal acts or proceedings.

PART VI: HOW TO MAKE A CLAIM

Any occurrence or loss which may give rise to a claim should be reported in writing immediately but in any event NOT LATER THAN 30 DAYS AFTER THE INCIDENT.

Proof of loss:

Written Proof of Loss must be given to the **Company** within 30 days after the date of such loss including original copies of all relevant documentation. The **Insured** shall notify the **Company** promptly of the reason and possible time frame for submission when such Proof of Loss is delayed. Failure to give written Proof of Loss within 180 days will invalidate the claim. The **Insured** shall provide the Proof of Loss or any relevant documents as we may request at their own expense.

ADDITIONAL EXCLUSION APPLICABLE TO ALL INSURING CLAUSES

This policy will not provide cover for any loss(es) directly or indirectly arising out of or related to the **Coronavirus Disease** except 1A Medical Expenses, 1G Translation Service and 3E Overseas Quarantine Hotel Cost.