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Avo China Smooth Travel Protection Policy

Welcome to the Avo family! Please read these Terms and Conditions carefully.

The Policy Holder, each Insured Person and Avo agree that this Policy and any endorsement attached to this Policy shall be read together as one contract. The application, proposal (if applicable) and declaration that have been completed and provided to Us are the basis of this contract and are deemed to be incorporated herein. This Policy comes into force on the condition that the Policy Holder has paid the premium specified in the Policy Schedule in full and the application has been approved by Us. We shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy. The due observance of the terms, conditions and any endorsements of this Policy relating to anything to be done or not to be done or to be complied with by every Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of Us.

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PART 1 – DEFINITIONS

For the purpose of this Policy:

"Accident" or "Accidental"	shall mean an event occurring entirely beyond one's control and caused by violent, external and visible means.
"Act of Terrorist"	shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
"Age" or "Aged"	shall mean the age of last birthday of the Insured Person on the commencement date of the Period of Insurance. Age less than one (1) shall be considered as one (1) under this Policy.
"Benefit Schedule"	shall mean a benefit schedule incorporated in this Policy, which sets out the maximum benefit amount and sub-limits of the covered benefit items that shall be payable under this Policy.
"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 Policy Holder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policy Holder and/or the Insured Person.
"Close Business Partner"	shall mean a business associate that has a share in the Insured Person's business.
"Company" or "Avo" or "Us" or "We" or "Our""	shall mean Avo Insurance Company Limited.
"Eligible Expenses"	shall mean those medical expenses necessitated by an Injury or a Sickness covered by this Policy and incurred on the recommendation of a Physician but shall not exceed the reasonable and customary charges for the same. Eligible Expenses shall not in any event exceed the actual charges incurred.
"Foreign Domestic Helper"	shall mean the domestic helper of foreign nationality who is lawfully employed by You, and residing with You and/or Your Immediate Family Member.
"Hong Kong"	shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
"Hospital"	shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as resident patients, and which: a) has facilities for diagnostic procedures and major operations; b) provides twenty-four (24) hour nursing services by licensed or registered nurses; c) maintains a Physician; and d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or a similar establishment.
"Hospital Confinement" or "Confined"	shall mean the status of staying in a Hospital as an inpatient for medical treatment upon the recommendation of a Physician for a minimum continuous period of twenty-four (24) hours prior to discharge and which the Hospital makes a charge for room and board for such confinement.
"Immediate Family Member"	shall mean a person's Spouse, children, parents, brothers or sisters, grandparents, grandchildren, Legal Guardian or parents-in-law.
"Injury"	shall mean any bodily injury which (i) is caused by an Accident, (ii) solely and independently of any other cause, and (iii) (a) occasions the death of a person within twelve (12) calendar months of the date of the Accident or (b) necessitates medical and/or surgical treatment.
"Insured Person" or "You" or "Your"	shall mean any person named as an "Insured Person" in the Policy Schedule, or the subsequent endorsement to this Policy.
"Journey"	shall mean the trip taken by You, which shall commence when You complete the immigration departure clearance procedure at the Place of Origin on or after the commencement date of the Period of Insurance and after the Policy issuance date and time specified in the Policy Schedule for the purpose of commencing such trip and ends (i) on the last day of the Period of Insurance specified in the Policy Schedule; (ii) when You complete the immigration arrival clearance procedure for returning to the Place of Origin after such trip; or (iii) the expiry of a period of thirty (30) consecutive days after the commencement of such trip (applicable to Annual Travel only), whichever is the earliest. For Single Trip, maximum period of a Journey cannot exceed thirty (30) days. For Annual Travel, maximum period of a Journey cannot exceed thirty (30) days.
"Legal Guardian"	shall mean a guardian appointed under or acting by virtue of the Guardianship of Minors Ordinance (Cap. 13 of the Laws of Hong Kong).
"Loss of Hearing"	shall mean the total and irrecoverable loss of hearing for all sounds of both ears at above 80dB measured as follows: 1/6 of (a + b + c + d) > 80dB where: a = hearing loss at 500 Hertz b = hearing loss at 1,000 Hertz c = hearing loss at 2,000 Hertz d = hearing loss at 4,000 Hertz and a, b, c and d are expressed in units of decibel (dB).
"Loss of Limb"	shall mean the permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
"Loss of Sight"	shall mean the entire, permanent and irrecoverable loss of sight.

"Loss of Speech"	shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
"Loss of Thumb, Finger or Toe"	shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints of the thumb, finger or toe.
"Loss of Use"	shall mean a total functional disablement.
"Medically Necessary"	shall mean the need to have treatment or service for the purpose of treating an Injury, Sickness or post-traumatic stress disorder (as the case may be) in accordance with the generally accepted standards of medical practice and such treatment or services must: a) require the expertise of a Physician, Chinese Medicine Practitioner, registered psychiatrist or registered clinical psychologist (as the case may be); b) be consistent with the diagnosis and necessary for the treatment of the condition; c) be rendered in accordance with professional and prudent standards of medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family members, caretaker or his attending Physician, Chinese Medicine Practitioner, registered psychiatrist or registered clinical psychologist (as the case may be); and d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.
"Money"	shall mean cash, currency note, coins, cheques, postal orders, bankers drafts, travellers cheques, Travel Tickets, saving certificates, stamps, gift tokens/coupon and cash coupon.
"Period of Insurance"	shall mean the period of time specified in the Policy Schedule during which this Policy is effective.
"Permanent Total Disablement"	shall mean a total disablement caused by an Accident that prevents You from attending to Your normal occupation for a minimum of fifty-two (52) consecutive weeks and is certified by a Physician acceptable to Us at the expiration of the said period to be a condition that will permanently and totally disable You from engaging in any gainful occupation and that such condition is beyond any hope of improvement. Upon certification by a Physician, a Permanent Total Disablement shall be deemed to have commenced on the first day of the said fifty-two (52) week period.
"Physician"	shall mean a medical practitioner who is (i) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing, and (ii) legally authorised for rendering medical and surgical service as a practitioner of western medicine in the locality where the treatment is provided to You, but in no circumstance shall include You, the Policy Holder, an insurance intermediary, an employer, employee, Immediate Family Member or business partner of the Policy Holder and/or the Insured Person(s).
"Place of Origin"	shall mean Hong Kong, unless otherwise agreed by Us in writing solely for Annual Travel.
"Policy"	shall mean and refer to the entire policy contract among the Policy Holder, the Insured Person(s) and Us including these terms and conditions, Benefit Schedule, and the Policy Schedule issued hereunder and any endorsements thereto together with the application, proposal and/or declaration submitted or made by the Policy Holder or the Insured Person(s) or his/their authorised representatives.
"Policy Schedule"	shall mean the document proof with coverage outlined and attached to this Policy.
"Policy Holder"	shall mean the applicant who takes out the insurance policy on behalf of the Insured Person(s) and must hold a valid Hong Kong Identity Card and aged eighteen (18) or above.
"Pre-existing Condition"	shall mean any injury, sickness, disease or other condition which has existed before the (i) policy application date and time (applicable to Single Trip), or (ii) (a) the issue date of the Policy or (b) the date when any travel arrangements for the Journey are confirmed by or for You, whichever is later (applicable to the Annual Travel) in respect of You, which has manifested signs or symptoms of which You are aware or should reasonably have been aware.
"Prescribed Medicines and Drugs"	shall mean any medicine or drug for which a Physician's prescription has been issued and has been dispensed in a Physician's clinic or by a licensed pharmacist in respect of treatment covered under this Policy.
"Public Conveyance"	shall mean all common public transport carriers which are mechanically propelled and are licensed to carry passenger for hire by the relevant authorities but exclude a contractor, chartered or private carriers, aircraft other than multi-engine fixed-wing aeroplane, and any other carriers which are operated primarily for sight-seeing service and amusement of the passenger.
"Serious Bodily Injury" or "Serious Sickness"	shall mean an Injury or Sickness which requires treatment by a Physician, and which condition is certified by a Physician as being dangerous to life and having to be Confined in a Hospital. Where an Insured Person or a Travel Companion is concerned, the Physician shall also certify that he is unfit to travel or continue with the Journey.
"Sickness"	shall mean a condition marked by a deviation from the normal healthy state of human being.
"Spouse"	in relation to a married person, shall mean the husband or wife of that person by a lawful marriage.
"Third Degree Burns"	shall mean destruction of the skin to its full depth and damage to the tissues beneath with burnt areas equal or greater than 5% of the Insured Person's head or 10% of the Insured Person's total body surface area.
"Travel Companion"	shall mean the person travelling with You for the whole Journey, other than a tour guide or tour member, whose name appears with Yours on the travel booking or reservation.
"Travel Document(s)"	shall mean documents of identity including passport, visa and the like necessary and solely for immigration clearance of the Journey.
"Travel Ticket(s)"	shall mean travel ticket purchased for travelling on any Public Conveyance.

PART 2 – BENEFITS

All benefits payable to You (or Your legal representative) pursuant to Sections 1-8 below are subject to the maximum benefit amount and sub-limits as stated in the Benefit Schedule for the plan selected by You, and subject to the terms, conditions and exclusions of this Policy.

Section 1 – Personal Accident Benefit

1.1 **Accident on Public Conveyance**

We will pay the respective percentage of the benefit amount specified in the Benefit Schedule in accordance with the table of benefits as shown in this section (the "Table of Benefits") in the event that You experience an Accident while riding solely as a passenger (not as operator, pilot , or crew member) in or on, boarding or alighting from any Public Conveyance during the Journey, resulting in the death or any permanent disablement of You as listed in the Table of Benefits within twelve (12) months from the date of the Accident.

1.2 **Other Accidents**

We will pay the respective percentage of the benefit amount specified in the Benefit Schedule in accordance with the table of benefits as shown in this section (the "Table of Benefits") in the event that an Accident other than the Accident referred in Subsection 1.1 "Accident on Public Conveyance" above during the Journey, results in the death or any permanent disablement of You as listed in the Table of Benefits within twelve (12) months from the date of Accident.

Compensation Table 1

	Bodily Injury	% of the Benefit Amount*
1.	Accidental death	100%
2.	Permanent Total Disablement	100%
3.	Permanent and incurable paralysis of all Limbs	100%
4.	Permanent total Loss of Sight in both eyes	100%
5.	Permanent total Loss of Sight in one eye	50%
6.	Loss of or permanent total Loss of Use of two Limbs	100%
7.	Loss of or permanent total Loss of Use of one Limb	50%
8.	Permanent Loss of Speech and Loss of Hearing	100%
9.	Permanent Loss of Speech	50%
10.	Permanent total Loss of Hearing in both ears	100%
11.	Permanent total Loss of Hearing in one ear	50%
12.	Third Degree Burns - % of surface areas	
	a) Head: >12% or body: >20%	100%
	b) Head: >8% to 12% or body: >15% to 20%	75%
	c) Head: 5% to 8% or body: 10% to 15%	50%

* The benefit amount is equal to the applicable "maximum benefit amount" of the "Personal Accident Benefit", as set out in the Benefit Schedule of this Policy, multiplied by the prescribed percentage.

Conditions applicable to Section 1:

1. The total benefit payable under this section shall not exceed 100% of the maximum benefit amount payable for the "Personal Accident Benefit" regardless of the number of insured events occurred to You during the Journey.
2. The total benefit payable under this section in respect of Injury to more than one portion of a limb or body part during a Journey shall not exceed the benefit amount payable in respect of the whole of that limb or body part.
3. For the avoidance of doubt, if benefit under this section is payable for an insured event in respect of permanent disablement occurred to a body part, no other benefits shall be payable in respect of such permanent disablement under this section.

For the purpose of this section, if the whereabouts of You cannot be located within one (1) year after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance in which You are travelling either on land or at sea during the Journey, it will be presumed that You have suffered an Accidental death. We will pay the Accidental death benefit, subject to the signing of an undertaking by Your estate beneficiary that such payment shall be refunded to Us if it is later discovered that You are found to be living.

Exclusion applicable to Section 1:

We shall not be liable for any loss caused by an Injury which is a consequence of any kind of Sickness.

Section 2 – Medical Expenses Benefit

2.1 **Medical Expenses during the Journey**

2.1.1 **Injury Caused by Accident on Public Conveyance**

In the event that during the Journey You suffer from Injury while riding solely as a passenger (not as operator, pilot, or crew member) in or on, boarding or alighting from any Public Conveyance, We will reimburse the Eligible Expenses reasonably incurred by You outside Hong Kong for the Hospital Confinement, surgery, ambulance and paramedic services, diagnostic tests, consultation by Physicians and Prescribed Medicines and Drugs arising from the Injury sustained by You during the Journey up to the maximum benefit amount and sub-limits as specified in the Benefit Schedule.

2.1.2 **Other Injury / Sickness**

We will reimburse the Eligible Expenses reasonably incurred by You outside Hong Kong for the Hospital Confinement, surgery, ambulance and paramedic services, diagnostic tests, consultation by Physicians and Prescribed Medicines and Drugs arising from the Injury sustained from an Accident other than the Accident referred in Subsection 2.1.1 "Injury Caused by Accident on Public Conveyance" above or Sickness contracted by You during the Journey outside Hong Kong up to the maximum benefit amount and sub-limits as specified in the Benefit Schedule.

Room and Board

Where Eligible Expenses for Hospital Confinement are payable under this Subsection 2.1, the sub-limit for Room and Board shall apply. For the purpose of this Subsection 2.1, Room and Board shall mean Hospital accommodation charges including meals and general nursing services reasonably incurred by You and You are registered as an inpatient in a Hospital.

Follow-up Medical Expenses in Hong Kong

We will also pay a claim under this benefit for the Eligible Expenses reasonably incurred by You in Hong Kong within ninety (90) days after Your return from the Journey for the continuation of medical treatment by a Physician, provided that (i) Hong Kong is the final destination of the Journey and (ii) the medical treatment for such Injury or Sickness has first been sought from a Physician during the Journey outside Hong Kong.

Chinese Medicine, Physiotherapy and Chiropractic Treatment Expenses – Follow-up Medical Expenses in Hong Kong shall also cover treatment received from a Chinese Medicine Practitioner (including general practice, bone-setting and acupuncture), a registered physiotherapist and/or a chiropractic doctor in Hong Kong.

2.2 **Hotel Accommodation for Convalescence and Transportation Expenses (Applicable to Plus Plan only)**
Provided that the "Medical Expenses during the Journey" under Subsection 2.1 is payable, upon discharge from Hospital Confinement, You are recommended by attending Physicians to convalesce immediately before returning to Hong Kong, We will also pay for Your hotel accommodation expenses necessarily and reasonably incurred (but not the costs of drinks, meals and other room services) and the additional cost of one (1) economy class one-way Travel Ticket for You to return to Hong Kong if Your original schedule Travel Ticket is forfeited due to the Hospital Confinement or convalescence.

2.3 **Overseas Hospital Daily Allowance**
Provided that the "Medical Expenses during the Journey" under Subsection 2.1 is payable, We will also pay a cash allowance for each complete day (i.e. a continuous period of twenty-four (24) hours) of Your Hospital Confinement during the Journey.

2.4 **Trauma Counselling Expenses**
In the event that You are diagnosed as suffering from a post-traumatic stress disorder (notwithstanding exclusion 3) of this section and General Exclusion 3.e) by a Physician as a direct result of You being a victim or eye-witness with first-hand information of a Serious Bodily Injury, armed robbery, fire, explosion, natural disaster, hijack or Act of Terrorist occurred during the Journey and requiring counselling service from a registered psychiatrist or registered clinical psychologist, We will pay the reasonable and necessary medical expenses incurred for such counselling service (i) during the Journey; and/or (ii) in Hong Kong within ninety (90) days after Your return from the Journey.

2.5 **Mobility Extension**
If during the Journey, You suffer from Injury resulting in Permanent Total Disablement and need
a) to operate a self-powered or climbing wheelchair;
b) to make modification to the controls of Your motor vehicle; or
c) to install or modify a lift, necessary ramps and railings at Your usual place of residence.
We will reimburse You the necessary and reasonable costs of such equipment and the installation or modification.

Exclusions applicable to Section 2:
We shall not be liable for:
1. any expenses related to the additional cost of a single or private room at Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipment;
2. any expenses related to cosmetic surgery, apparatus to correct visual acuity or refractive error, contact lenses, glasses or hearing aids, prosthesis, dental crown, denture and medical equipment, appliances and accessories;
3. any expenses related to psychiatric, psychological disorder, mental or nervous disorders (including any related primary/basic signs and symptoms);
4. any expenses related to (i) treatment or services undertaken without the recommendation of a Physician; (ii) routine physical examinations or (iii) health check-ups not incidental to the treatment or diagnosis of a suspected Injury or Sickness sustained during the Journey;
5. any medical expenses incurred one hundred and eighty (180) days after the date on which the Injury or Sickness is sustained or contracted;
6. any medical expenses related to (i) travel taken contrary to the advice of a Physician or (ii) any part of the Journey is planned for the purpose of receiving medical or surgical treatment; or
7. expenses incurred for any treatment or service which is not Medically Necessary.

Section 3 – Worldwide Emergency Assistance Services
Emergency Medical Assistance
If You suffer Serious Bodily Injury or Serious Sickness during the Journey, You or Your representative may contact "24-Hour Worldwide Emergency Assistance and Referral Services" hotline for the following services provided that such Journey is not undertaken (i) against medical advice or (ii) for the purpose of seeking or obtaining any medical treatment abroad, or resting and recuperation following any accident or illness prior to the Journey. "24-Hour Worldwide Emergency Assistance and Referral Services" is rendered by a service provider nominated by Us.

3.1 **Emergency Medical Evacuation and/or Repatriation**
If Your condition must require immediate medical treatment which is not available in the place of Accident causing Serious Bodily Injury or Serious Sickness, emergency evacuation to the nearest appropriate medical facility will be arranged. In the event that Your condition stabilises, We shall arrange and pay the expenses for repatriation to the Place of Origin. Any decision in relation to evacuation/repatriation, in particular, whether an evacuation or repatriation is necessary, or means of transfer, shall be made jointly and exclusively by the attending Physician and Us based solely upon the medical necessity.

3.2 **Repatriation of Mortal Remains or Ashes**
If You die after suffering from an Injury or Sickness during the Journey, We will pay the necessary expenses to return Your mortal remains or ashes to the Place of Origin.

3.3 **Hospital Deposit Guarantee**
We will guarantee or provide Hospital admission deposit to the Hospital on behalf of You, provided that (i) any payment made hereunder shall be deducted from the "Medical Expenses Benefit" payable under Section 2 of this Policy and (ii) the Policy Holder and/or You must repay Us any Hospital admission deposit which cannot be offset by the benefit payable within the period of time requested by Us.
Under all circumstances You shall settle the full payment of the medical expenses directly with the Hospital prior to Your discharge, including Hospital admission deposit guaranteed by Us.

3.4 **Compassionate Visit**
In the event of death or Hospital Confinement for over three (3) consecutive days of You during the Journey after suffering from an Injury or Sickness, and that Your attending Physician assesses that it is medically inappropriate for You to return to the Place of Origin, and no adult who is at the age of eighteen (18) or above is with You, We will reimburse the additional accommodation (with a daily limit of HKD500) and an economy-class round-trip Travel Ticket reasonably incurred by one (1) Immediate Family Member who is over the age of eighteen (18) to join You or to stay behind to take care of You.

3.5 **Return of Unattended Dependent Child(ren)**
We will reimburse the additional accommodation (with a daily limit of HKD500) and an economy-class one-way Travel Ticket reasonably incurred for returning to the Place of Origin of Your dependent child under the age of eighteen (18) who is left unattended overseas as a result of the Serious Bodily Injury, Serious Sickness or Hospital Confinement for over three (3) consecutive days or death of You. If necessary, a qualified attendant will be arranged to accompany Your dependent child during the return trip.

3.6 **Referral Services**
Upon Your or Your representative's request, referral services for legal assistance or interpreter referral, or get advice on what to do if You lost Your passport or luggage through the "24-Hour Worldwide Emergency Assistance and Referral Services" hotline.

Procedure:
You or Your representative shall call the following "24-Hour Worldwide Emergency Assistance and Referral Services" hotline for the services set out in this section.
Tel: (852) 3572 8222
The party making such call will be required to provide the policy number as shown in the Policy Schedule, Your name, the location of the emergency (name of Hospital if any), phone number and kinds of services when You seek for assistance. After validation, the services under "24-Hour Worldwide Emergency Assistance and Referral Services" will be provided.

Exclusions applicable to Section 3:
We shall not be liable for:
1. any expenses incurred one hundred and eighty (180) days after the date on which the Serious Bodily Injury or Serious Sickness is sustained or contracted; or
2. any benefits under Subsections 3.1, 3.2, 3.3, 3.4 and 3.5 of this section if Our prior approval has not been obtained by You or Your representatives before any assistance is provided or payment of deposits is guaranteed.

Limitations to Liabilities:
1. All service providers rendering services to You under this section (including but not limited to the emergency assistance provider, Physicians, and Hospitals) (the "Service Providers") are not employees, agents or servants of Us. Accordingly, the Service Providers shall be responsible for their own acts, and You shall not have any recourse or claim against Us in connection with any services rendered by the Service Providers. Services provided by Service Providers are provided on a best-efforts basis, and may not be available due to problems of time, distance or location. We are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service.
2. We assume no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any Service Providers.
3. We and the Service Providers shall not be held responsible for any failure to provide the "24-Hour Worldwide Emergency Assistance and Referral Services" and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, Act of Terrorist, insurrection), adverse weather condition, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.
4. In no event We shall be liable under this section or in the course of the provision of the "24-Hour Worldwide Emergency Assistance and Referral Services", for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
5. We may cancel this "24-Hour Worldwide Emergency Assistance and Referral Services" by giving thirty (30) days' prior notice to the Policy Holder at the email address last known to Us.
6. The use of the "24-Hour Worldwide Emergency Assistance and Referral Services" is of Your own accord. We shall not be liable for any loss or liabilities arising from such use.

Section 4 – Personal Belongings

4.1 **Loss of or Damage to Personal Baggage**

A baggage benefit is payable if the following properties (the "Baggage and Item") are lost, physically broken or damaged during the Journey as a direct result of theft, robbery, burglary, accident or mishandling by Public Conveyance carriers:
1. baggage or personal property owned by You (excluding Money and Travel Documents of any kind); and
2. applicable to Plus Plan only:
   mobile phone with telecommunications function (including smartphone and personal digital assistant (PDA)) ("Mobile Phone"), smartwatch, tablet computer (of screen size seven (7) inches or above measured diagonally), or laptop computer owned by an Insured Person. For the avoidance of doubt, only one (1) unit of Mobile Phone, smartwatch, tablet computer (of screen size seven (7) inches or above measured diagonally), or laptop computer will be covered for each Insured Person in the same Period of Insurance.

We will pay, at Our option, the loss or damage up to maximum benefit amount, or the reasonable cost of repair or replacement of the lost or damaged Baggage and Item (less depreciation in value, if applicable, and such depreciation shall be applied at the sole discretion of Us) up to maximum benefit amount under this Subsection 4.1, provided that:
1. You shall take reasonable precautions to safeguard the Baggage and Item, including but not limited to making sure that the Baggage and Item will not be left unattended in a public place; and
2. the damaged Baggage and Item must be examined by You upon receipt from the carrier.

The following classes of property are excluded from this Subsection 4.1:
a) hired or leased equipment or property;
b) any kind of plants or animals, perishables or consumables (e.g. food, beverage, medicine);
c) any kind of jewelry or accessories made of or contain any kind of gold, platinum, diamond, jade or pearl;
d) fragile articles (e.g. chinaware, glassware, porcelains), antiques, artifacts, documents, manuscripts or paintings;
e) contact or corneal lenses, hearing aids, denture, dental crown or prosthesis;
f) musical instruments, any sports or golf equipment;
g) Money, debit or credit cards, stored-value devices (such as Octopus cards and other prepaid electronic tickets) and other instruments of payment or documents of any kind, Travel Documents, transportation or accommodation or any other travel vouchers or coupons, securities, bonds, negotiable instruments, title deeds, manuscripts, business documents, business goods or samples of any kind, bank drafts;
h) computers (except laptop computer) including software and accessories;
i) Hong Kong Identity Card, driver's license, employment passes or any type of passes;
j) any bicycles, motorised vehicles, unmanned aircraft system, aerial photography equipment, boats, or any other transportations including the accessories or remote-controlled motorised devices;
k) information stored in tapes, cards, discs or other storage devices;
l) pager, software and accessories of Mobile Phone, software and accessories of smartwatch, software and accessories of tablet computer (of screen size seven (7) inches or above measured diagonally), software and accessories of laptop computer; or
m) Mobile Phone, smartwatch, tablet computer, laptop computer and its software and accessories (applicable to Lite Plan only).

4.2 **Loss of Personal Money**

We will pay this benefit for loss of Your personal money in the form of banknotes, cash or travellers cheques being carried by You, directly arising only from theft, robbery or burglary during the Journey out of the Place of Origin.

4.3 **Loss of Travel Documents**

We will pay this benefit for loss of Your Travel Document as a direct result of theft, robbery, burglary or accidental loss during the Journey out of the Place of Origin.
We will reimburse You for:
1. the replacement cost of the Travel Document charged by the issuing body; and/or
2. additional travel and accommodation expenses reasonably incurred by You during the Journey for the sole purpose of obtaining a replacement Travel Document from the issuing body which is nearest to the place where You are first aware of the loss of such document.

For the avoidance of doubt, in case where You obtain both the temporary and regular Travel Documents, either the cost of issuing a temporary document or the cost of replacement of the regular document, whichever is higher will be reimbursed by Us but not the cost of both documents.

4.4 **Emergency Cash to Purchase Essential Items**

We will pay this benefit for loss of Your Baggage and Item due to theft or robbery during the Journey. We will reimburse You for actual and reasonable expenses on emergency purchase of essential clothing or toiletries to get You through the Journey out of the Place of Origin.

Conditions applicable to Section 4:

1. Upon any payment being made under this Section 4, We shall be entitled to take and retain the benefit and value of any recovered or damaged Baggage and Item, and to deal with salvage at Our absolute discretion.
2. A claim can only be made once under either Subsection 4.1 "Loss of or Damage to Personal Baggage" or Subsection 4.4 "Emergency Cash to Purchase Essential Items" or Subsection 6.3 "Baggage Delay Lump Sum Allowance" or "Water Sports Extra Benefit" or "Winter Sports Extra Benefit" or "Pre-wedding Photoshoot and Wedding Extra Benefit" arising from the same cause.

Exclusions applicable to Section 4:

We shall not be liable for:

1. loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
2. loss of or damage to Mobile Phone, smartwatch, tablet computer (of screen size seven (7) inches or above measured diagonally), or laptop computer, unless You are able to provide the original receipt for the purchase showing its International Mobile Equipment Identity (IMEI) (applicable to Mobile Phone), serial number and model number, the date of purchase and the price paid;
3. damage to Mobile Phone, smartwatch, tablet computer (of screen size seven (7) inches or above measured diagonally), or laptop computer, unless the relevant repair services are provided by an official authorised service support centre;
4. loss or damage caused by normal wear and tear (including but not limited to scratches, discoloration, stains, tears or dents to the surface of the item which does not affect how it works), moth, vermin or inherent vice, gradual deterioration or mechanical or electrical breakdown or derangement;
5. loss or damage caused by faulty material, workmanship or design, cleaning, repairing or restoring process, atmospheric or climatic changes;
6. loss of or damage to any Baggage and Item, personal money or Travel Document that is left behind or unattended in a Public Conveyance or vehicle of any other kind or in a public place or as a result of Your failure to take due care and precautions for the safeguard and security of such Baggage and Item, personal money or Travel Document;
7. loss of or damage to Your Baggage and Item or souvenir which is either separately mailed or shipped by You, or intentionally arranged to be carried by a Public Conveyance other than the one You are on board;
8. any unexplained loss, damage, or mysterious disappearance of the Baggage and Item, personal money, or Travel Document;
9. loss of or damage to any Baggage and Item while in the custody of a Public Conveyance carrier, unless You report in writing to the Public Conveyance carrier within twenty-four (24) hours upon arrival time, which the Public Conveyance carrier must acknowledge receipt of such report and, in the event of loss or damage occurred on an airline flight, a "Property Irregularity Report" must be obtained;
10. any loss of travellers cheques not immediately reported to the local branch or agent of the issuing body;
11. any loss or shortages of personal money arising due to an error or omission of any third party, any fluctuation in any rate of currency exchange, or devaluation;
12. any loss in relation to Subsection 4.2 "Loss of Personal Money" occurring to an Insured Person below the Age of ten (10);
13. any replacement fees charged by the issuing body of the Travel Document which is incurred after thirty (30) days of returning to the Place of Origin or the expiry of this Policy, whichever is earlier;
14. any fine or penalty incurred due to non-replacement of the Travel Document(s) by You;
15. any benefit under this section if the lost or stolen Travel Document is not a necessary document for completing the Journey;
16. any loss of or damage to property that has been reimbursed by a Public Conveyance carrier, a hotel, any third party or another insurance policy;
17. damage to any property which resumes to function normally after it has been fixed or repaired by a third party with no additional costs incurred by You;
18. any loss of personal money not belonging to but being carried by You;
19. any loss not reported to the local police within twenty-four (24) hours upon discovery of loss and such local report is not obtained; or
20. any claim for damaged property unless You can provide the property for inspection by Us.

Section 5 – Trip Cancellation or Interruption

5.1 **Loss of Deposit or Cancellation Charges**

We will reimburse You, up to the maximum benefit amount as specified in the Benefit Schedule, the deposits or any payment made in advance for Travel Tickets, accommodation, tour package or admission tickets to any major sporting event, musical, concert, museum or theme park (collectively the "Travel Arrangement") which are forfeited and irrecoverable from the relevant parties upon cancellation of the Journey prior to departure from the Place of Origin (collectively the "Forfeited Amount") as a direct result of the following events:

1. death, Serious Bodily Injury or Serious Sickness of You or Your Immediate Family Member, Close Business Partner, Foreign Domestic Helper or Travel Companion* within thirty (30) days prior to the scheduled date of departure of the Journey and at least twenty-four (24) hours after the issue of this Policy;
2. duty to comply with a witness summons or jury service that requires Your presence in Hong Kong during the scheduled Journey, provided that the witness summons or jury service notice or order has been served on You at least twenty-four (24) hours after the issue of the Policy and within thirty (30) days prior to the scheduled date of departure of the Journey;
3. natural disaster, unanticipated outbreak of industrial action involving the arranged Public Conveyance, Act of Terrorist, riot or civil commotion (notwithstanding General Exclusion 3.c)) occurred at the planned destination of the Journey within seven (7) days before the scheduled date of departure of the Journey which prevents You from commencing the Journey, provided that the event takes place at least twenty-four (24) hours after the issue of this Policy; or
4. severe damage to Your principal home in Hong Kong arising from fire or flood occurred within seven (7) days before the scheduled date of departure of the Journey.

Redeemed Travel Arrangement

Notwithstanding the foregoing, if Your transportation and/or accommodation arrangement for the cancelled Journey is redeemed from a customer loyalty program offered by an airline or hotel, We shall only reimburse You for any service fee paid under such customer loyalty program for rebooking or resetting of the award subject to the sub-limit as stated in the Benefit Schedule.

Missed Events

For the avoidance of doubt, any claim made under Subsection 5.1 for admission tickets to any major sporting event, musical, concert, museum or theme park is subject to the sub-limit as stated in the Benefit Schedule.

Conditions applicable to Subsection 5.1:

1. You shall surrender all of Your original unused Travel Tickets and admission tickets to Us.
2. Once a claim is made under this subsection, no other benefits shall be payable under this Policy in respect of the same Journey, and, in respect of the Single Trip, all coverage offered under the same Policy shall cease.

5.2 **Trip Curtailment**

If, and only if, as a direct result of the following events, the Journey is interrupted and curtailed after its commencement and You are inevitably required to return to the Place of Origin, We shall pay the benefit under this Subsection 5.2:

1. death, Serious Bodily Injury or Serious Sickness of You or Your Immediate Family Member, Foreign Domestic Helper, Close Business Partner or Travel Companion*; or
2. unanticipated outbreak of industrial action involving the arranged Public Conveyance, Act of Terrorist, riot or civil commotion (notwithstanding General Exclusion 3.c)) at the planned destination of the Journey which prevents You from continuing with the Journey.

Under this benefit, We will pay, on a pro-rata basis for each complete day of the Journey which is interrupted, for (i) the loss of the prepaid and unused portion of the Travel Arrangement which is forfeited and irrecoverable from the relevant parties and (ii) the reasonable additional travelling expenses incurred by You to return to the Place of Origin direct by means of a Public Conveyance (such expenses shall not exceed the economy class fare of the Public Conveyance).

You shall surrender any original unused portion of Travel Tickets and admission tickets to Us if they are no longer valid for travel.

5.3 **Trip Re-routing**

In the event that Your scheduled Public Conveyance is delayed for at least six (6) consecutive hours from the time specified in Your itinerary as a direct result of sudden, unexpected and unforeseen occurrence of adverse weather condition, natural disaster, unanticipated outbreak of industrial action involving the arranged Public Conveyance, Act of Terrorist, riot or civil commotion (notwithstanding General Exclusion 3.c)), which prevents You from continuing Your original itinerary and the Journey has to be re-routed after its commencement, We will reimburse the additional travelling and accommodation expenses (less any prepaid expenses of unused accommodation recovered from the relevant accommodation providers) reasonably and inevitably incurred by You solely for the purpose of continuing Your Journey to the original planned destination or returning to the Place of Origin, provided that:

1. You shall have secured a confirmed advanced booking of Travel Tickets and accommodation prior to the Journey; and
2. You shall surrender any original unused portion of Travel Tickets to Us if they are no longer valid for travel.

Conditions applicable to Section 5:

1. A claim can only be made once under either Subsection 5.2 “Trip Curtailment” or Subsection 5.3 “Trip Re-routing” in respect of the same cause.
2. The total benefit payable under Subsections 5.1, 5.2 and 5.3 shall not exceed 100% of the maximum benefit amount payable for Section 5 “Trip Cancellation or Interruption” for the same Journey.
3. A claim can only be made once under either Section 5 “Trip Cancellation or Interruption” (except Subsection 5.1) or Section 6 “Delay Benefit” in respect of the same cause.

Exclusions applicable to Section 5:

We shall not be liable for:

1. any loss arising from death, Serious Bodily Injury or Serious Sickness of a Travel Companion if for the purpose of Journey, he is a travel agent or tour escort or tour leader or tour organiser for remuneration;
2. any loss and expenses arising from the operation of an aircraft, a mechanically propelled vehicle or vessel by a Travel Companion or a tour member;
3. any loss which occurs after You have returned to the Place of Origin or reached Your final destination;
4. any loss arising from the failure to notify the travel agent or provider of the transport or accommodation services immediately after cancellation or curtailment of the Journey as a result of the events prescribed under this section;
5. any loss directly or indirectly arising from bankruptcy, liquidation or default of any travel agency, tour operator, Public Conveyance carrier and/or other provider of any service forming part of the booked Journey;
6. any loss arising from Your late arrival at the airport, port or station (i.e. arrival at the time later than the time required for check-in or booking-in);
7. any loss arising from Your refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance carrier; or
8. any consequential loss arising from the late arrival of a preceding Public Conveyance that causes subsequent delays/misconnections of each Public Conveyance in which You have arranged to travel during the course of the Journey.

* Save for exclusion 1 and 2 of this section, “Travel Companion” in this Section 5 shall mean a Travel Companion (having the meaning ascribed to it in the Definition section of these Terms and Conditions) whose absence from the Journey will, within the reasonable contemplation of Us, result in the abortion of the Journey.

Section 6 – Delay Benefit

We will pay the benefits under Subsections 6.1 or 6.2 stated below in the event that the arranged Public Conveyance, in relation to the scheduled time of departure or arrival, is delayed by the respective length of time specified below due to adverse weather condition, natural disaster, unanticipated outbreak of industrial action involving the arranged Public Conveyance, riot or civil commotion (notwithstanding General Exclusion 3.c)), Act of Terrorist, hijack or mechanical breakdown of the arranged Public Conveyance (each a “Covered Delay”).

With respect to a Covered Delay in relation to departure of a Public Conveyance, the period of delay is counted from the originally scheduled time of departure of the arranged Public Conveyance to the actual departure time of the arranged Public Conveyance or first available alternative transportation offered by the relevant Public Conveyance carrier.

6.1 **Extra Accommodation Expenses**

We will reimburse the additional accommodation expenses reasonably and inevitably incurred overseas by You as a direct result of a Covered Delay of at least six (6) consecutive hours.

6.2 **Travel Delay Allowance**

We will pay a cash allowance for each and every six (6) consecutive hours of a Covered Delay, provided that no other benefits under Subsection 5.1 or 6.1 shall be payable.

If You have consecutive connecting flights, each period of delayed hours cannot be accumulated and the proximate cause of the delay must be one of the conditions set out in the first paragraph of this Section 6.

6.3 **Baggage Delay Lump Sum Allowance**

We will pay a cash allowance if Your baggage has been misdirected or delayed by the Public Conveyance carrier and is not returned to You within six (6) hours from the time of arrival at a destination overseas.

6.4 **Extra Pet Accommodation Expenses**

We will reimburse the additional, reasonable and inevitable accommodation expenses incurred in extending Your pet’s stay in the same licensed kennel or cattery or pet hotel You placed during the Journey as a direct result of a Covered Delay of at least six (6) consecutive hours causing You cannot arrive Hong Kong on the original return date. Pet refers to a dog or cat that has a microchip identification and of which You are the owner registered with the Agriculture, Fisheries and Conservation Department of Hong Kong.

Conditions applicable to Section 6:

1. A claim can only be made once under either Subsection 4.1 “Loss of or Damage to Personal Baggage” or Subsection 4.4 “Emergency Cash to Purchase Essential Items” or Subsection 6.3 “Baggage Delay Lump Sum Allowance” arising from the same cause.

2. A claim can only be made once under either Subsection 6.1 “Extra Accommodation Expenses” or Subsection 6.2 “Travel Delay Allowance” in respect of the same cause.
3. A claim can only be made once under either Section 5 “Trip Cancellation or Interruption” (except Subsection 5.1) or Section 6 “Delay Benefit” in respect of the same cause.

Exclusions applicable to Section 6:
We shall not be liable for:
1. any delay arising from an act of omission on the part of You, including failure to check in or arrive at the departure gate at the scheduled time suggested by the Public Conveyance carrier or immigration clearance control point;
2. Your failure to secure a confirmed advanced booking of Travel Tickets prior to the occurrence of a Covered Delay;
3. any delay arising from Your refusal or failure to take the first available alternative transportation offered by the relevant Public Conveyance carrier;
4. any delay the cause of which exists or is known to exist, or an announcement contemplating such cause of delay (such as information about the hoisting of any typhoon signal) has been made by the Public Conveyance carrier, tour operator, the observatory or the authorities before the issuance of the Policy;
5. any delay which is caused by detention or confiscation by customs or other law enforcing officials;
6. any loss of baggage which is covered under Section 4 above;
7. any loss which occurs after You have returned to the Place of Origin or reached Your final destination; or
8. any of Your baggage, souvenir or any other item which is either separately mailed or shipped by You, or intentionally arranged to be carried by a Public Conveyance other than the one You are on board.
9. any consequential loss arising from the late arrival of a preceding Public Conveyance that causes subsequent delays/misconnections of each Public Conveyance in which You have arranged to travel during the course of the Journey.

Section 7 – Overseas Rental Vehicle Excess Protection (Applicable to Plus Plan only)
We will reimburse the vehicle insurance excess or deductible incurred by You under a rental agreement of a private car or motor home and/or the non-operation charge charged by the licensed vehicle rental company as a result of a car accident, parking damage or theft during the Journey, provided that:
1. the vehicle is hired from a licensed vehicle rental company and a motor vehicle insurance policy providing coverage on the hired vehicle during the rental period is taken out by You;
2. You are nominated as a driver in the rental agreement;
3. the hired vehicle is driven by You at the relevant time when the car accident occurs;
4. You are duly licensed to drive in the territory where the car accident occurs; and
5. all the terms and conditions of the rental agreement and those of the applicable motor vehicle insurance are duly complied with.

Exclusions applicable to Section 7:
We shall not be liable for:
1. any loss sustained while You are under the influence of alcohol or drugs at the time when You are in control of the hired vehicle during the rental period;
2. any loss owing to illegal or unlawful use of the hired vehicle by You during the rental period; or
3. any other liability.

For the avoidance of doubt, a hired vehicle or private car in this section shall mean any motor vehicle but excluding all kinds of commercial vehicles, motorcycles and any vehicle with ten (10) seats or above.

Section 8 – Personal Liability
We will pay this benefit if You incur legal liability to a third party (inclusive of legal costs and expenses) for:
1. accidental bodily injury to a third party; or
2. accidental loss of or damage to third party’s property,

as a direct result of Your negligence towards the third party during the Journey, provided that written immediate notice of the event which may give rise to legal liability on the part of You is given to Us.

Exclusions applicable to Section 8:
We shall not be liable for any liability, loss or claim:
1. where You or Your authorised representative has admitted liability or entered into any agreement or settlement without notifying and obtaining the prior written consent of Us;
2. in respect of loss of or damage to properties belonging to or in the care, custody or control of You;
3. arising directly or indirectly from:
   a) employers’ liability, contractual liability or liability to Your Immediate Family Members, relatives, partner, Travel Companion, or people who work for or with You;
   b) pursuit of a trade business or profession;
   c) insanity, the use of any drug (except as medically prescribed but excluding drug addiction) or intoxicating liquor;
   d) pollution or contamination;
   e) ownership or occupation of lands or buildings (other than occupation only of any temporary residence);
   f) ownership, possession, hire, use or operation of vehicles, pedal cycles, electric skateboarding, electric wheelchairs, animal, unmanned aircraft system, aerial photography equipment, remote controlled motorised devices, aircraft, watercraft or weapons;
   g) legal costs or penalties resulting from any criminal proceedings;
   h) bailment, contractual licences or conveyances of real estate or personal property; or
   i) judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

PART 3 – GENERAL EXCLUSIONS

Unless specifically provided otherwise, this Policy does not cover the following:
1. where the loss, costs or expenses are recoverable from government program, travel agent, airline, cruise company, Public Conveyance carriers, any providers of travel accommodation and transport arrangements or other insurance (whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise), You shall first make a claim against such other party and/or insurance and submit the proof of such claim to Us, which shall be conditions precedent to any liability of Us under this Policy to pay any balance of the claim not recoverable from such other source and/or insurance (not applicable to Section 1 “Personal Accident Benefit” and Subsection 2.3 “Overseas Hospital Daily Allowance” of the Policy Benefits of these Terms and Conditions);
2. any loss if the Journey commences outside of the Place of Origin;
3. loss arising from a direct or indirect consequence of:
   a) any Pre-existing Conditions, including but not limited to congenital or hereditary conditions. If We allege that by reason of this exclusion any loss is not covered by this Policy, the burden of proving the contrary shall be upon You or any other person claiming to be indemnified;
   b) any Injury, Sickness, death, loss, expense or other liability attributable to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused;

c) war (whether declared or not), invasion, act of foreign enemies, civil war, rebellion, revolution, riot, civil commotion, military of any kind or usurped power, performing duties as a member of armed forces, or other law enforcing agencies;

d) any wilful, malicious, unlawful or deliberate act of You or Your Immediate Family Member or Travel Companion;

e) suicide, attempted suicide or intentional self-inflicted bodily injuries, mental or nervous disorders, abortion, miscarriage, assigned complications, pregnancy, child-birth, venereal and sexually transmitted diseases, the use of alcohol or drugs other than those prescribed by a Physician; dental treatment unless resulting from Injury to sound and natural teeth;

f) nuclear fission, nuclear fusion or radioactive contamination;

g) accidents to You whilst engaging in any sport or game in a professional capacity where You would or could earn income or remuneration from engaging in such sport or game or racing of any kind (other than on foot) or any competition;

h) accidents to You whilst engaging in any kind of manual labour work whether for business or leisure, hazardous offshore activities including but not limited to commercial diving, oil rigging, mining, handling of explosives, site working, stunt works and aerial photography;

i) trekking at an altitude limit greater than five thousands (5,000) metres above sea level or diving to a depth greater than thirty (30) metres below sea level;

j) any loss due to medical or physical conditions or other circumstances affecting You or Your Immediate Family Member, Travel Companion, Close Business Partner or Foreign Domestic Helper which (i) has existed before (a) the policy application date (applicable to Single Trip), or (b) (1) the issue date of the Policy or (2) the date when any travel arrangements for the Journey are confirmed by or for You, whichever is later (applicable to the Annual Travel) and (ii) has presented signs or symptoms of which You are or should reasonably have been aware of;

k) any activity or involvement of You in the air unless You are at the relevant time (i) travelling as a fare paying passenger in a licensed aircraft operated by a recognised airline, or (ii) participating in such activity where the maneuver or navigation of such activity is managed and controlled by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorised by the relevant local authority. For the purpose of this exclusion k), subsection (ii) shall not cover any activities involving power driven flying machines including but not limited to helicopter, tilt rotor and self-launching motor glider;

l) any loss directly or indirectly arising from any government's regulations, control or any circumstances leading to the relevant delay, cancellation or interruption of the Journey which is existed or announced before the (i) policy application date (applicable to Single Trip), or (ii) (a) the issue date of the Policy or (b) the date when any travel arrangements for the Journey are confirmed by or for You, whichever is later (applicable to the Annual Travel); or

m) any loss that falls into the following:

1) Property Cyber and Data Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

i. Cyber Loss;

loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting

ii. from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

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

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

"Cyber Incident" means i) 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 ii) 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.

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

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

2) Communicable Disease Exclusion (applicable to Section 1 "Personal Accident Benefit" and Section 8 "Personal Liability")

Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure/cover any actual or alleged loss, liability, damage, claim, 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.

For the purposes of this endorsement, loss, liability, damage, claim, 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:

i. for a Communicable Disease, or

ii. any property insured, wherever applicable, hereunder that is affected by such Communicable Disease.

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:

i. 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

ii. 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

iii. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured, wherever applicable, hereunder.

3) COVID-19 / Pandemics Exclusion (applicable to all sections except Section 1 "Personal Accident Benefit" and Section 8 "Personal Liability")

Notwithstanding any provision to the contrary, this Policy does not insure/cover any actual or alleged loss, damage, liability, claim, compensation, injury, sickness, disease, death, medical payment, defence cost, expense, fines, penalty or any other amount directly or indirectly caused by, in connection with, contributed to by, resulting from, in any sequence, originating from, in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived:

i. Coronavirus (COVID-19) including any mutation or variation thereof; or

ii. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

n) save as provided in a) to m) above, any loss which is indirect and consequential in nature.

PART 4 - GENERAL CONDITIONS

1. INTERPRETATION
   a) Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
   b) Headings are for convenience only and shall not affect the interpretation of this Policy.
   c) A time of day is a reference to the time in Hong Kong.
   d) Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the Terms and Conditions in this Policy and those contained in any other material produced by Us, these Terms and Conditions shall prevail.
   e) Unless otherwise defined, capitalised terms used in this Policy have the meanings ascribed to them under the Definitions section of these Terms and Conditions.

2. AGE LIMIT OF INSURED PERSON
   Anyone who is at the Age of eighty (80) or below is eligible to enrol in this Policy. Renewal of Annual Travel is up to the Age of eighty (80). Any child under the Age of eighteen (18) must obtain the consent of his parent(s) or Legal Guardian in order to be insured under this Policy.

3. POLICY VALIDATION
   This Policy is only valid for Journeys taken for the sole purpose of leisure travel or business travel (limited to administrative and clerical works only) in their entirety. Annual Travel is only valid if Insured Person is an ordinarily resident in Place of Origin. The Journey must commence after the date and time which the Policy Schedule has been issued. If a Policy is taken out after the commencement of a Journey, We reserve the right to deem such policy void at Our absolute discretion.

4. GEOGRAPHICAL LIMIT
   This Policy covers all the geographical regions within mainland China including Macao Special Administrative Region, but excluding Hong Kong.

5. REPRESENTATION, WARRANTY AND UNDERTAKING
   The Policy Holder hereby represents, warrants and undertakes to Us that:
   a) He is duly authorised by all Insured Persons to act for them to apply for, make change to, administer, terminate, renew (if applicable) and/or accept service of notice and proceedings in relation to this Policy; and
   b) Except for claims handling or resolving dispute, the Policy Holder is the only person that We need to communicate with in relation to this Policy, and that We do not need to communicate with the Insured Persons. All Insured Persons agree with the above representation, warranty and undertaking of the Policy Holder.

6. KNOWN CIRCUMSTANCES OR EVENTS
   This Policy is only valid if You purchase before You become aware of any possible situations that may lead to any claim on this Policy. (e.g. hospitalisation of an Immediate Family Member, having received a terminal prognosis of an Immediate Family Member or any risk related to the travel destination).

7. FIT FOR TRAVEL
   At the time of Your Journey You must be medically fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the Journey, otherwise, any claim is not payable.

8. REASONABLE CARE
   You shall act in a prudent manner and exercise reasonable care and prevent Accidents, Injury, Sickness, loss or damage.

9. GOVERNING LAW
   This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

10. INCORRECT OR CHANGE IN INFORMATION
    If at any point in time, You become aware that any information declared to Us is incorrect, You must notify Us immediately since this can affect whether Your Policy is still valid. We will assess the new details provided and may issue Endorsement; cancel the Policy or decline the renewal or offer to renew the Policy on different terms.

11. BE TRUTHFUL
    This Policy shall be voidable if You hide, withhold or give any false, incorrect or misleading information during Your application of this Policy. If You are unsure, let Us have the details and We will advise whether this Policy grants You cover.

12. MISREPRESENTATION
    This Policy is a contract of utmost good faith. The Policy Holder and the Insured Person must disclose all material facts truthfully and completely at the time of application and throughout the policy term. Material facts include but are not limited to health-related or non-health related information.
    Any misrepresentation, whether innocent, negligent, or fraudulent, may entitle the Company to take action in accordance with the Misrepresentation Ordinance (Cap. 284) and the Insurance Ordinance (Cap. 41). The Company may rescind the Policy, deny claims, or adjust the terms of coverage based on the nature and materiality of the misrepresentation.
    If any information provided in the Application or in any subsequent document submitted to the Company is found to be false, inaccurate, misleading, or incomplete – whether relating to health (medical history, diagnoses, treatments) or non-health related personal information (e.g., age, sex, or smoking habit) – the Company may take the following actions:
    - Adjust the premium for the past, current, or future Policy Years based on the correct information;
    - Require payment of any additional premium before any benefit becomes payable;
    - Terminate the Policy if the additional premium is not paid within 30 days of the due date;
    - Refund any overpaid premium to the Policy Holder.

    Based on the correct information and the Company's underwriting guidelines, the Application should have been rejected, the Company reserves the right to declare the Policy void from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person. In such cases:
    - The Company may demand a refund of any benefits previously paid; and
    - The Company shall refund the premium received for the current Policy Year only, subject to a reasonable administration charge.

13. DUPLICATE INSURANCE
    If Insured Person is covered under more than one (1) policies of the same kind which are underwritten by Us, We shall only be liable for the policy first issued. Any additional policies will be deemed void.

14. NOTICE OF CLAIM
    Notice of any claim must be given to Us in writing or via Our Website within thirty (30) days after the occurrence of the event giving rise to a claim under this Policy (except otherwise provided in Section 8 "Personal Liability" of this Policy.)

No admission of liability, offer, settlement, promise of payment or payment should be made or agreed without Our prior knowledge and written consent. Any third-party correspondences, impending prosecution, inquest or fatal injury, the possible claim indicating the nature and circumstances of the incident or event, summons, court documents, solicitors' and other legal correspondence in connection with a possible claim must be unacknowledged and sent to US immediately. We shall be entitled to at its discretion take over the conduct defence or settlement of any third party claim on behalf of the Policy Holder and/or You.

15. MEDICAL EXAMINATION
We shall be entitled in case of non-fatal injury to call for examination by a medical referee appointed by Us if We deem necessary and in the event of death to have a post-mortem examination at Our expense. The result of such examination shall be Our property.

16. PROOF OF CLAIM
All claims shall be made with supporting documents, including but not limited to the Statement of Travel Records and Statutory Declaration, to the satisfaction of Us at the Your own cost. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.

17. CLAIM ADMITTANCE
In no case We shall be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the incident giving rise to a claim under this Policy unless the claim has been admitted or is the subject of a pending legal action or arbitration.

18. PAYMENT OF CLAIMS
We will pay all benefits (except for Subsection 3.1 and 3.2) to You for Your respective rights and interests. If You are below the Age of eighteen (18), payment of claims shall be made to Your parent or Legal Guardian. Benefits payable under Subsection 3.1 and Subsection 3.2 will be paid directly to the service provider. In the event of Your death, We will pay all the pending benefits to Your estate beneficiary. All indemnities provided in this Policy will be paid only after the receipt of due proof upon Our approval. The receipt of payment of claims by the Policy Holder, You, Your estate beneficiary, or Your parent or Legal Guardian if You are below the Age of eighteen (18), shall in all cases be final and complete discharge of all liabilities of Us under this Policy.

19. SUBROGATION
We have the right to proceed at Our own expense in the name of the Policy Holder and/or You against third parties who may be responsible for an occurrence giving rise to a claim under this Policy, and the Policy Holder and/or You shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We are entitled by virtue of its right hereunder.

20. NOTICE
All notices required to be given to Us must be in writing or email and addressed to Us and no alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by Our authorised representative.

21. PAIR AND SET
In the event of loss of or damage to any article which is a part of a pair and set, the measure of loss of or damage to such article shall be a reasonable and fair proportion of the total value of the pair and set and will not be construed to mean a total loss of the pair and set (Note: camera body, lenses, storage devices and accessories will be treated as a set).

22. OTHER INSURANCE
If any loss, damage or legal liability covered under this Policy is also covered by any other source and/or insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other source and/or insurance. This GENERAL CONDITION 22 however shall not be applicable to any claim under Section 1 "Personal Accident Benefit" and Subsection 2.3 "Overseas Hospital Daily Allowance".

23. MAXIMUM LIABILITY ON ACCIDENTAL DEATH AND PERMANENT DISABLEMENT
Where You are insured under multiple policies which contain Accidental death and Permanent Total Disablement covers and are issued by Us, the maximum liability in respect of You under all Accidental death and Permanent Total Disablement covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

24. RIGHTS OF RECOVERY
In the event that authorisation of payment and/or payment is made by Us or the 24-Hour Worldwide Emergency Assistance and Referral Services provider for a claim that is not covered by this Policy or when the benefit amount as stated in the Benefit Schedule is exhausted, We reserve the right to recover the said amount from You.

25. CURRENCY
All premiums and benefits payable under this Policy are in Hong Kong dollars unless otherwise endorsed in the Policy Schedule. For claim incurred in foreign currency, the exchange rate will be determined by Us at a reasonable foreign currency exchange rate We choose. We are not legally responsible for any exchange rate-related losses that You may have.

26. LANGUAGE
The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

27. RIGHTS OF THIRD PARTIES
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.

28. SANCTION CLAUSE
We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits to You if the loss or expense reimbursed or paid by Us would expose Us 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 and United States of America or any jurisdiction applicable to Us.

29. COMPLIANCE WITH POLICY PROVISIONS
Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

30. POLICY LIMIT
The maximum amount of compensation You receive from Us shall not more than the sub-limit of each benefit and the maximum benefit amount of each section as stated in the Benefit Schedule. In no event shall the total benefit amount payable exceed 100% of the maximum benefit amount and any applicable sub-limits as stated under each section in the Benefit Schedule.

31. AUTOMATIC EXTENSION
The coverage provided by this Policy in respect of a Journey will be automatically extended for a maximum period of ten (10) days if, owing to an unexpected reason or condition entirely beyond Your control and independent of any other cause, Your Journey as scheduled prior to departure

is unavoidably delayed which prevents You from returning to the Place of Origin within the Period of Insurance or within thirty (30) days after the commencement of the Journey (applicable to Annual Travel only). The extension will terminate at the expiry of the aforesaid ten (10) day period or on the date when the reason or condition causing the delay ceases to exist, whichever is earlier.

32. COLLECTION OF PERSONAL DATA
You and Policy Holder agreed that all personal data collected and held by Us will be used according to Our "Personal Information Collection Statement" which is available at Our website.

33. RENEWAL (FOR ANNUAL TRAVEL ONLY)
We reserve the right to amend the premiums or other terms and conditions at Our absolute discretion if We renew the Policy, and We will give a thirty (30) days' written notice of such amendment to the Policy Holder by email, and the change will be effective from the next renewal date of the Policy. We will not be obligated to reveal Our reasons for such amendments.
If, instead of accepting the renewal invitation, anyone takes out a new policy of the same kind with Us for the same Insured Person, and the policy period of the new policy either overlaps, commences immediately, or commences within thirty (30) days after this Policy, We reserve the right to deem the new policy void at Our absolute discretion.
This Policy will be renewed automatically upon successful payment of the renewal premium. For non-renewal policy, We will notify You the policy not to invite renewal at Our absolute discretion thirty (30) days prior to the expiration of this Policy by written notification.

34. CANCELLATION
a) We may cancel this Policy at any time by sending Policy Holder fourteen (14) days' advance written notice to the latest address or email address on Our file and refund pro-rata premium for the unexpired period. The cancellation will not prejudice any claim originating prior to cancellation of this Policy. Any notice so served shall be deemed received by Policy Holder as follows:
    i. If sent by post, two (2) working days after posting; or
    ii. If sent by email, on the date and time transmitted.
b) Policy Holder can cancel this Policy at any time by giving prior written notice to Us, subject to the following:
    i. Single Trip: There is no refund of premium for cancellation once the policy has been issued.
    ii. Annual Travel: We will refund the portion of premium equivalent to 30% of the actual premium paid, provided that no claim has been made or paid under this Policy and the remaining Period of Insurance of the Policy is more than six (6) months, otherwise no refund of premium will be made. Our liability under this Policy shall cease upon receipt of written cancellation instruction and there will be no reinstatement of policy.

35. NO DIRECT BILLING
There is no direct billing under this Policy except the billing service arranged through the "Worldwide Emergency Assistance Services" with the approval of Us.

36. CLERICAL ERROR
Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

37. SUITS AGAINST THIRD PARTIES
Nothing in this Policy shall render Us liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Policy Holder or the Insured Person(s) against any medical service provider or medical institution nominated under this Policy, including without limitation to any suit for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the treatment or examination of the Insured Person(s) under the terms of this Policy.

38. PREMIUM PAYMENT AND UNPAID PREMIUM
Premium and the manner of payment including whether premium shall be payable on a monthly, annual or otherwise shall be stated in the Policy Schedule. Premium shall be payable on each premium due date by charging Your nominated credit card. Your annual premium will be due on the next renewal date.
Any unpaid premium, including the outstanding and/or uncharged premium payments in the same policy year, may be deducted by Us from any claim payment, at Our absolute discretion.

39. GRACE PERIOD
We will allow the Policy Holder ten (10) days grace period for the payment of each premium. During grace period We will keep this Policy in force. If after that time the premium remains unpaid, this Policy will be deemed to have lapsed from the date when the unpaid premium was due.

40. DEALING WITH DISPUTES
If any dispute on this Policy that the parties cannot resolve, the parties agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the chairman for the time being of Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Policy Holder and/or the Insured Person for any claim under this Policy and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.