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 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 hereinafter described.

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 purposes 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 means 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, 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 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.

Terror 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.

Travel 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 or 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 Insured 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 or was casually 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 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 from 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 Disability 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 will 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 Disablization 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 BENEFIT

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 over 75 years of age.

G. TRANSPORTATION SERVICE

Reasonable costs shall not exceed HK$500 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 continued 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 director (or similar establishment) and only upon receipt of satisfactory supporting documentation.

INSURING CLAUSE 2: PERSONAL BELONGINGS

A. PERSONAL BAGGAGE

INSIDE THE HONG KONG SAR IMMEDIATELY TO THE PROPER AUTHORITIES:

A Museum 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 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 a 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 any 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 continuing the covered 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 following:

1. sudden death, Accidental Bodily Injury or Serious Sickness of the Insured, the Insured’s Immediate Family Members or Travel Companion;

2. witness summons, jury service or compulsory quarantine of the Insured;

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;

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 following:

1. sudden death, Accidental Bodily Injury or Serious Sickness of the Insured, the Insured’s Immediate Family Members or Travel Companion;

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;

3. serious damage to the Insured’s home in Hong Kong arising from fire, flood or burglary;

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 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 cannot 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 NOTIFICATION 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 will 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 liability 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 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:

(a) the expiry of the Period of Insurance specified in the Schedule;
(b) 180 days after the commencement of the Covered Trip;
(c) four (4) hours after the Insured's arrival in Hong Kong; or
(d) 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 Euro 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 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.
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 Coverage:

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:

This 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 Renovable:

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 to 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 Examination 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 if the loss under this Policy has been proclaimed with a black travel warning issued by the Company or on its behalf by its authorised representatives, to include Eurowest 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.

Rights of Recovery:

In the event that the Company has paid according to the terms of this Policy, then the Company shall have the right to recover the amount paid from any person or organisation and the Insured shall execute and deliver instruments and papers and do whatever else in necessary to secure such rights. The Company shall take no action to prejudice such rights.

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. The Insured agrees to hold such Indemnity against any person or organisation and the Insured and the Company shall execute and deliver instruments and papers and do whatever else in necessary to secure such rights. The Company 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:

1. pre-existing congenital or hereditary 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.

2. travelling abroad contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.

3. suicide, attempted suicide or intentional self-inflation of bodily injury.

4. abortion, miscarriage, pregnancy or childbirth.

5. dental care (unless resulting from Accidental Bodily Injury to sound and natural teeth).

6. mental or nervous disorders, insanity.

7. unexplainable or mysterious loss or damage.

8. 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.

9. participation in professional sports events, racing except on foot, mountain climbing (unless approved by the Company).

10. prohibition or regulation by any government, or customs detention.

11. damages relating to the unlawful willful, malicious acts of the Insured.

12. actions of the Insured while under the influence of alcohol or drugs to the extent of legal impairment.

13. riding in any aircraft except as a fare-paying passenger in a properly licensed aircraft flown by a qualified pilot.

14. the Insured’s actions in the course of committing a felony or while under arrest by authorities because of commission of a felony.

15. 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.

16. Where the Insured fails to obtain the related vaccine and such vaccine is mandatory required by the government(s) and/or country the Insured is travelling to

17. 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.

18. 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.

19. 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, ‘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, dispersion, 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 toxic substance(s) including genetically modified organisms and chemically synthesized toxins which cause illness and/or death in human, animals or plants.

20. 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 signals) 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. Computer Systems
   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 act or failure to act in relation to the 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 agrees 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.

2. Definitions
   1. Cyber Loss means any loss, damage, liability, claim, cost or expense otherwise incurred directly or indirectly caused by, contributed to by, resulting from, arising out of 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.
   2. 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 of having access to, processing of, use or operation of any Computer System.
   3. Computer System means:
      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.
      2. 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.
      3. Cyber Incident means:
         1. any error or omission or series of related errors or omissions involving access to, processing of, use or operation of any Computer System, or
         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.
      4. Cyber Exclusion 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.

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:
   1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   2. 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 between organisms, and
   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:
1. 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, jade or pearl), furs, contact or corneal lenses, artificial teeth or lenses, 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.
2. 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, repair, scratching, denting, misuse, electrical or electronic breakdown or derangement, fault workmanship or design, the use of faulty materials, or its resulting loss or damage.
3. Loss or damage to hired or leased equipment.
4. Loss of business goods or samples.
5. Loss of unattended baggage sent in advance, souvenirs, or articles mailed or shipped separately.
6. 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.
7. Loss of or damage arising from delay or confiscation or detention by Customs or other officials having jurisdiction over the place of loss.
8. Unexplained or mysterious loss or damage.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 2B : PERSONAL MONEY
The Company shall not be liable for:
1. Any loss or shortage due to error, omission, exchange or depreciation in value.
2. 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:
1. Government regulation, control or action, bankruptcy, liquidation or default of Travel Provider(s).
2. 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.
3. Changes in plans, financial circumstances and any business or contractual obligations of the Insured, or an Immediate Family Member of the Insured.
4. 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:
1. 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.
2. Any condition under the influence of alcohol or drugs of the Insured person who is in charge of the rental vehicle.
3. Any illegal or unlawful use of the rental vehicle by the Insured person during the rental period.
4. The Insured person not holding a valid driving license for the country.
5. Any rental vehicle that has not taken out a comprehensive motor vehicle insurance.
6. Bicycle or motorcycle as the rental vehicle.
7. Any loss if the Insured Person is not the named driver on the rental agreement.

EXCLUSIONS APPLICABLE TO INSURING CLAUSE 5 : PERSONAL LIABILITY
This Policy does not cover loss arising out of:
1. 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.
2. Damages relating to any liability assumed under a contract.
3. The ownership, possession, lease or rental of any weapon, aircraft, firearms or animals.
4. The undertaking of any trade or profession.
5. Any criminal acts or proceedings.

PART V: 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.