

Travel Direct China Insurance Travel Insurance Terms and Conditions

AIG INSURANCE HONG KONG LIMITED (hereinafter called Company) agrees to insure the Insured Person(s) against loss covered by this Policy subject to and in accordance with the exclusions, limitations, provisions and terms described herein or any schedules, application forms or endorsements hereon which together constitute this contract of insurance.

Period of Coverage

The insurance afforded to an Insured Person shall apply only to loss described and defined in the Insurance Sections of this Policy which is sustained by such Insured Person while traveling in the People's Republic of China (The PRC) excluding Hong Kong and Taiwan on a bonafide business or leisure journey and provided that he/she is a Hong Kong resident.

BENEFITS

Section 1 - Medical Expenses

Under this Section, if the Insured Person sustains an Injury or Sickness during the insured Journey and as a result the Insured Person incurs medical expenses for treatment of the said Injury or Sickness prior to his/her return to Hong Kong, the Company shall reimburse the Insured Person up to the Maximum Benefit stated in the Schedule for that portion of the medical expenses which (i) are incurred by the Insured Person within one-hundred and eighty two (182) days from his/her first sustaining the said Injury or Sickness; and (ii) constitute Usual, Reasonable and Customary Medically Necessary Expenses.

- Follow-up Medical Expenses

In the event that the Insured Person, following his/her return to Hong Kong, requires follow-up medical treatment for the Injury or Sickness referred to above (i.e. in addition to the treatment for the Injury or Sickness received prior to the Insured Person's return), then the Company shall also reimburse the Insured Person up to but not exceeding HK\$50,000 for that portion of the follow-up medical expenses which i) are incurred within 3 months of the Insured Person's return to Hong Kong and ii) constitute Usual, Reasonable and Customary Medically Necessary Expenses charged by a Qualified Medical Practitioner practising western medicine. This Follow-up Medical Expenses benefit shall also be extended to cover the Medically Necessary Expenses incurred for the same purpose paid to Chinese Medicine Practitioner subject to an aggregate limit of HK\$1,500 and a per visit and per day limit of HK\$100.

In no event, however, shall the total amount payable under this Section 1 (Medical Expenses) exceed 100% of the Maximum Benefit as stated in the Schedule of Benefits.

Section 2 - Emergency Medical Evacuation

When as a result of an Injury sustained or Sickness commencing while the Insured Person is traveling during the Journey and if in the opinion of the Company or its authorized representative, it is judged medically appropriate to move the Insured Person to another location for medical treatment, or to return the Insured Person to Hong Kong, the Company or its authorized representative shall arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of the Insured Person's condition. The Company shall pay directly to the medical provider the Covered Expenses for such evacuation. Covered Expenses are expenses for services provided and/or arranged by the Company or its authorized representative for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of an Insured Person.

The means of evacuation arranged by the Company or its authorized representative may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by the Company or its authorized representative and will be based solely upon medical necessity. The Insured Person or a person on his/her behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

Section 3 - Repatriation

When as a result of an Injury sustained or Sickness commencing while the Insured Person is traveling during the Journey, the Insured Person suffers a loss of life within ninety (90) days from the date of the Injury or commencement of Sickness, the Company or its authorized representative shall make the necessary arrangements for the return of the Insured Person's remains to Hong Kong. The Company shall pay the actual cost incurred for such repatriation.

In addition, the Company shall reimburse for expenses actually incurred at the place of death in the PRC for the cost of a casket, the embalming and cremation process rendered by a mortician or undertaker. The Insured Person or a person on his/her behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

Exclusions Applicable to Section 1, Section 2 and Section 3

No benefits will be provided:

- For any additional cost of single or private room accommodation at a Hospital or charges in respect of special or private nursing, non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipment.
- For surgery or medical treatment when in the opinion of a Qualified Medical Practitioner treating the Insured Person, the treatment can be reasonably delayed until the Insured Person returns to Hong Kong.
- If the purpose of the insured Journey is to obtain medical treatment or the insured Journey undertaken against a Qualified Medical Practitioner's

recommendation.

4. For failure to obtain a written report from a Qualified Medical Practitioner.

5. If the Insured Person refuses to follow the recommendation of a Qualified Medical Practitioner to return to Hong Kong or to continue the insured Journey while the Insured Person's physical condition at the time of recommendation is fit for travel.

6. For the follow up treatment expenses incurred outside Hong Kong.

7. For any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled insured Journey.

8. For any expenses for a service not approved and arranged by the Company or its authorized representative except that this exclusion shall be waived in the event the Insured Person or his/her travelling companions cannot contact Travel Guard Assistance Hotline during an emergency medical situation for reasons beyond their control. In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for service which the Company or its authorized representative would have provided under the same circumstances. (applicable to Section 2 only)

9. For any expenses incurred for the transportation of the Insured Person's remains not approved and arranged by the Company or its authorized representative. (applicable to Section 3 only)

Section 4 - Personal Accident Protection

The benefit under this Section is payable only with respect to Injury sustained by an Insured Person as a result of an Accident during the insured Journey which, directly and independently of all other causes shall result in any Event as provided in the Benefit Table hereunder, but only to the extent and if such Injury results in the Event happening within ninety (90) days after the date of the Accident.

Benefit Table Event

Percentage of Principal Sum

Benefit Table Event	Percentage of Principal Sum
1. Death	100%
2. Permanent Total disablement	100%
3. Permanent and incurable paralysis of all Limbs	100%
4. Permanent Total Loss of Sight of both Eyes	100%
5. Permanent Total Loss of Sight of one Eye	100%
6. Loss of or the Permanent Total Loss of use of two Limbs	100%
7. Loss of or the Permanent Total Loss of use of one Limb	100%
8. Loss of Speech and Hearing	100%
9. Permanent and Incurable Insanity	100%
10. Permanent Total Loss of Hearing in (a) both Ears (b) one Ear	75% 15%
11. Loss of Speech	50%
12. Permanent Total Loss of the Lens of one Eye	50%
13. Loss of or the Permanent Total Loss of use of four Fingers and Thumb of (a) Right Hand (b) Left Hand	70% 50%
14. Loss of or the Permanent Total Loss of use of four Fingers of (a) Right Hand (b) Left Hand	40% 30%
15. Loss of or the Permanent Total Loss of use of one Thumb (a) both Right Joints (b) one Right Joint (c) both Left Joints (d) one Left Joint	30% 15% 20% 10%
16. Loss of or the Permanent Total Loss of use of Fingers (a) three Right Joints (b) two Right Joints (c) one Right Joint (d) three Left Joints (e) two Left Joints (f) one Left Joint	10% 7.5% 5% 7.5% 5% 2%
17. Loss of or the Permanent Total Loss of use of Toes (a) all - one Foot (b) great - both Joints (c) great - Joint	15% 5% 3%
18. Fractured Leg or Patella with established non union	10%
19. Shortening of Leg by at least 5 cm	7.5%
20. Permanent Disability not otherwise provided for under Events 10 to 19 inclusive. Such percentage of the Principal Sum Insured as the Company shall in its absolute discretion determine and being in its opinion not inconsistent with the Compensation provided under Events 10 to 19 inclusive.	

COMPENSATION:-

1. If more than one (1) of the above Events are applicable, only the Event with the highest compensation (i.e. the highest Percentage of Principal Sum) will be payable under this Section and in any event shall not exceed the Maximum Benefit stated in the Schedule of Benefits.
2. The insurance for any Insured Person under this Policy shall terminate upon the occurrence of any loss for which indemnity is payable under any one (1) of the above Events, but such termination shall be without prejudice to any claim originating out of the Accident causing such loss.
3. When a limb or organ which had been partially disabled prior to an Injury covered under this Policy becomes totally disabled as a result of such Injury, the Percentage of Principal Sum payable shall be determined by the Company having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of a limb or organ which was permanently disabled prior to the Injury.
4. In cases where the Insured Person is left-handed, the compensation percentage in Events 13 to 16 shall be reversed whereby the greater compensation percentage shall apply to the left hand and parts thereof.

Exposure

If by the reason of any covered Accident occurring during the insured Journey, the Insured Person is unavoidably exposed to the elements (including but not limited to prolonged and rigorous weather or environmental conditions) and as a direct and unavoidable result of such exposure sustains death, loss or disablement within twelve (12) months from the date of Accident, the Company will pay in accordance to the Events as stated in the Benefit Table.

Disappearance

If the Insured Person disappears as a result of the disappearance, sinking or wrecking of the Common Carrier caused by an Accident in which the Insured Person was traveling at the time of the Accident during the course of insured Journey and remains missing after 12 months from the date of the Accident, and the Company has reason to believe that the Insured Person has died in the Accident, the Company will pay the Personal Accident benefit, subject to receipt of a signed undertaking by the personal representative of the Insured Person's estate that any such payment shall be refunded to the Company if it is later discovered that the Insured Person did not die as a result of the Accident.

This Section is extended to cover an Injury sustained by the Insured Person

1. While he/she is traveling directly from his/her place of residence or place of regular employment in Hong Kong to the immigration counter within three (3) hours before the scheduled departure time of the carrier in which the Insured Person has arranged to travel for the purpose of commencement of his/her insured Journey;
2. While he/she is traveling directly from the immigration counter in Hong Kong to his/her place of residence or place of regular employment and this is within three (3) hours after his/her scheduled arrival time of the carrier in which the Insured Person has arranged to travel upon the completion of his/her insured Journey.

Exclusions Applicable to Section 4

1. For the purpose of Section 4, in no event shall the Company be liable to pay for any loss caused by an Injury or otherwise which is a consequence of any kind of disease or sickness.

Section 5 - Compassionate Death Cash

The Company shall pay the Insured Person's estate a cash benefit up to the stated limit in case the Insured Person dies during the insured Journey as a result of Injury or Sickness.

Section 6 - Baggage and Personal Effects

The Company will pay the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for loss of or damage to baggage, clothing and personal effects, worn, carried on by the Insured Person, in trunks, suitcases and like receptacles owned by the Insured Person occurring during the insured Journey. If any damaged article is proven to be beyond economical repair, a claim will be dealt as if the article had been lost. The Company shall not be liable for more than HK\$1,500 in respect of any one article, pair or set of articles and may make payment or at its opinion reinstate or repair the article, pair or set of articles subject to due allowance for wear and tear and depreciation in respect of any article more than one-year old.

Exclusions Applicable to Section 6

No benefits will be provided for:

1. The following classes of property: business goods or samples, foodstuffs, animals, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, household furniture, antiques, jewelry or accessories, mobile phone (including accessories), computer equipment of any kind, money (including checks, traveler's checks, etc), plastic money (including credit card, Octopus cards, etc), securities, tickets or documents.
2. Any loss of data recorded on tapes, cards, diskettes or otherwise;
3. Breakage or damage to fragile articles.
4. Loss or damage to the golf equipment while in use.
5. Loss of travel document and/or visa.
6. Any loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process initiated by the Insured Person to repair, clean or alter any property.
7. Any loss or damage while in the custody of a hotel or common carrier, unless reported immediately on discovery in writing to such hotel or Common Carrier

- within 3 days and a Property Irregularity Report is obtained in the case of the event occurred in an airline.
8. Any loss not reported to the police within 24 hours from occurrence of the incident and such police report is not obtained at the place of loss.
9. Any loss of or damage to property insured under any other insurance, or which could be reimbursed by Common Carrier or a hotel.
10. Any loss of or damage to property which functions normally after it has been fixed or repaired by the Common Carrier or a hotel.
11. With respect to any of the Insured Person's baggage which the Insured Person either intentionally sent by a different Common Carrier than the one in which the Insured Person was traveling, or with respect to any baggage, souvenir or other items which the Insured Person mailed or shipped separately.
12. Any loss of the Insured Person's baggage when it is left unattended in a public place or as a result of the Insured Person's failure to take due care and precautions for the safe guard and security of such property.
13. Loss of any mysterious disappearance.
14. Any loss of or damage to hired or leased equipment.
15. Any loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Terrorist Act or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; or from action taken by any Government or Public Authority pursuant to any customs or other regulations to secure, destroy, quarantine or confiscate such property; or in respect of any property which is contraband or which is or has been illegally transported or traded

Section 7 - Personal Liability

The Company shall indemnify the Insured Person up to the Maximum Benefit as stated in the Schedule of Benefits for legal liability to a third party arising during the Journey as a result of:

1. death or accidental bodily injury to any person.
 2. accidental loss of or damage to property of that person.
- However, the Insured Person must not make any offer or promise payment or admit his/her fault to any other party, or become involved in any litigation without the Company's written approval.

Exclusions Applicable to Section 7

No benefits will be provided for:

1. Property of any person who is the Insured Person, Insured Person's Immediate Family Member or employer or deemed by law to be his/her employee.
2. Liability to any person who is the Insured Person's Immediate Family Member or employer or deemed by law to be his/her employee.
3. Property which belongs to the Insured Person or is in his/her care of custody or control.
3. Any liability assumed under contract.
4. Liability relating to the willful, malicious, or unlawful act on the part of the Insured Person.
5. Liability arising from the ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals.
6. Liability arising from the undertaking of any trade, business or profession.
7. Liability arising from any criminal acts.

DEFINITIONS

"**Accident**" shall mean an unforeseen and involuntary event which causes an Injury the insured Journey.

"**Acquired Immune Deficiency Syndrome**" or "**AIDS**" shall have the meanings assigned to it by the World Health Organization, including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Sickness in the presence of a sero-positive test for HIV.

"**Opportunistic Infection**" shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

"**Malignant Neoplasm**" shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency.

"**Air Travel**" shall mean being a passenger, in or on, boarding or alighting from a properly licensed private and/or commercial aircraft.

"**Chinese Medicine Practitioner**" shall mean any Chinese bonesetter, acupuncturist or Chinese medicine practitioner who is legally registered as a Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap 549, Laws of Hong Kong), but excluding a Chinese Medicine Practitioner who is the Insured Person or an Immediate Family Member of the Insured Person.

"**Common Carrier**" shall mean any bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.

"Hospital" shall mean hospital (other than an institution for the aged, chronically ill or convalescent rest or nursing home or a place for alcoholics or drug addicts, or for any similar purpose) operated pursuant to law for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery and having 24 hours nursing service and medical supervision.

"Confinement" or "Confined" means the period the Insured Person is registered as an in-patient in a Hospital because of a medical necessity under the professional care of a Qualified Medical Practitioner and which the Hospital levies a charge for room and board for the treatment of an Injury or Sickness for such confinement.

"Immediate Family Member" shall mean a Insured Person's legal spouse, children, children-in-law, siblings, parents, parents-in-law, grandparents, grandchildren, legal guardian, ward, step or legally adopted children.

"Injury" shall mean the bodily Injury sustained in an Accident directly and independently of all other causes during the insured Journey.

"Insured Person" shall mean the Insured Person(s) named in the Policy Schedule or as subsequently endorsed hereon.

"Journey" shall mean the traveling period which commences when the Insured Person leaves any Hong Kong immigration counter and travels to the PRC, and ceases on the expiration of a ninety (90)-day period beginning from the date such particular Journey commenced or upon the Insured Person's arrival at any Hong Kong immigration counter after the Journey in the PRC, whichever occurs first.

"Loss of Hearing" shall mean permanent irrecoverable loss of hearing where :-

If a dB = Hearing loss at 500 Hertz
If b dB = Hearing loss at 1000 Hertz
If c dB = Hearing loss at 2000 Hertz
If d dB = Hearing loss at 4000 Hertz
1/6 of (a+2b + 2c + d) is above 80dB.

"Loss of Limb" shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

"Loss of Sight of Eyes" shall mean the entire and permanent 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 center in the brain resulting in Aphasia.

"Medically Necessary Expenses" shall mean expenses incurred and paid by the Insured Person to a legally Qualified Medical Practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire in relation to the Injury or Sickness but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury, and excluding any expenses incurred under Section 2 (Emergency Medical Evacuation) and Section 3 (Repatriation) of this Policy. All treatment must be prescribed by a Qualified Medical Practitioner in order for expenses to be reimbursed under this Policy. Provided that in the event an injured person becomes entitled to a refund of all or part of such expenses from any other source, the Company will, subject to limitations and exclusions of this contract of insurance, only be liable for the excess of the amount recoverable from such other sources.

"Permanent" shall mean lasting twelve (12) consecutive calendar months from the date of Accident and at the expiry of that period being beyond any hope of improvement.

"Permanent Total Disablement" shall mean disablement which commences ninety (90) days from the date of the Accident and which is permanent and which entirely prevents an Insured Person from attending to any occupation, or any duties which would normally be carried out by him in his daily life.

"Policy" shall mean this Travel Insurance Terms and Conditions, any schedules, supplementary contracts or endorsements hereon, whenever executed, any amendments thereto signed by the Company, the application attached hereto of the Policyholder, and the individual enrollment forms, if any, of the Insured Person, which together constitute the entire contract between the parties.

"Pre-Existing Conditions" shall mean any Sickness, disease, or other conditions of the Insured Person which in the six (6) months period before the Departure Date of the first insured Journey, then in the thirty (30) days period before the Departure Date of the insured Journey afterwards; (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; (b) required the taking of prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescriptions or; (c) was treated by a Qualified Medical Practitioner or treatment had been recommended by a Qualified Medical Practitioner.

"Qualified Medical Practitioner" shall mean only a person qualified by degree in Medicine and legally authorized in the PRC or Hong Kong of his/her practice to

render medical and regular services. But excluding a Qualified Medical Practitioner who is the Insured Person himself/herself, an agent of the Insured Person, or an Immediate Family Member of the Insured Person.

"Sickness" shall mean a sickness or disease which is contracted during the insured Journey directly and independently of any other cause and which commences during the insured Journey.

"Usual, Reasonable and Customary" shall mean an expense which: (1) is charged for treatment, supplies or medical services medically necessary for caring of an injured or sick Insured Person under the care, supervision or order of a Qualified Medical Practitioner; (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been incurred if no insurance existed.

"Terrorist" or member of a terrorist organization shall mean any person who commits, or attempts to commit, a Terrorist Act or who participates in or facilitates the commission of a Terrorist Act and/or is verified or recognized or designated by any government or authority or committee as a terrorist.

"Terrorist Act" shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorist act also includes any act, which is verified or recognised by the (relevant) Government as an act of terrorism.

"War" shall mean war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends

Words in the masculine gender shall include the feminine.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Company will not pay under any section of this policy for loss, injury, damage or liability suffered and/or sustained by or arising directly or indirectly as a result of or in connection with any of the following:

- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
- An Insured Person who is:
 - a Terrorist;
 - a member of a terrorist organization;
 - a narcotics trafficker; or
 - a purveyor of nuclear, chemical or biological weapons;
- Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities;
- Any prohibition or regulations by any government; any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
- The Insured Person is not taking all reasonable efforts to safeguard his/her property, or to avoid Injury to minimize any claim under this Policy;
- Any kind of racing or competition, engaging in a professional capacity where an Insured Person would or could earn income or remuneration from engaging in such sport as sole source of income; and Air Travel (other than as a fare-paying passenger in any properly licensed private and/or commercial aircraft or other mode of conveyance or transportation);
- Pregnancy or childbirth, and any Injury or Sickness associated with pregnancy or childbirth;
- Suicide or attempted suicide or intentional self Injury, while sane or insane, or self-exposure to needless peril (unless in an attempt to save human life);
- Any Pre-Existing, congenital and heredity condition;
- Venereal or other sexually transmitted disease, AIDS or any Injury or Sickness commencing in the presence of a zero positive test for HIV and related disease;
- The purpose of the Journey is for engaging in naval, military or airforce service or operations; or testing of any kind of conveyance; being employed as manual worker (unless appropriate premium was paid), while engaging in offshore or mining or aerial photography; handling of explosives; performing as actor/actress; being a site worker, fisherman, cook or kitchen worker;
- Any expenses that can be compensated from any other sources (except for Section 4 - Personal Accident Protection and Section 5 - Compassionate Death Cash);
- The purpose of the Journey is taken to obtain medical treatment, and/or when the Journey is taken when the Insured Person is unfit to travel, or the Insured Person is traveling against the advice of a Qualified Medical Practitioner.

GENERAL CONDITIONS

- All Insured Person's covered under this Policy should be legal Hong Kong residents.
- At the time of effecting this insurance the Insured Person must be fit to travel, otherwise any claim could be jeopardized.
- If the Insured Person is covered by more than one comprehensive voluntary travel insurance policies underwritten by the Company for the same trip, only the travel insurance policy with the greatest compensation will apply and benefits thereunder be payable.

4. The insurance is only valid for leisure travel or business travel (limited to administrative duty or extended to non administrative duty with appropriate extra premium paid) purpose only.
5. The maximum period of each insured Journey cannot exceed ninety (90) days.
6. Any non-disclosure or fraudulent misrepresentation in any material particular shall lead to the whole Policy being void from inception.

GENERAL PROVISIONS

1. **AGE LIMIT:** Coverage is available to adults from 17 to 70 years of age.
2. **RENEWAL CONDITIONS:** This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at the Company's premium rate in force at the time of renewal, subject to the Company's right to decline renewal of this Policy on any anniversary date of the Policy upon giving thirty (30) days prior written notice mailed or delivered to the Insured Person's last known address of the Company's intention not to renew the Policy, or to condition its renewal upon reduction of limits, increase in premium, elimination of coverage, or any combination thereof. The Company's acceptance of premium shall constitute its consent to renewal. Unless renewed as herein provided, this Policy shall terminate, at the expiration of the period for which premium has been paid. The Company reserves the right to change, from time to time, the table of rates applicable to premiums thereafter becoming due under this form of Policy.
3. **GRACE PERIOD:** A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, and unless outstanding premium is paid within the grace period and unless the Policy has not otherwise been cancelled earlier in accordance with the provisions of this Policy, the Policy shall be deemed cancelled as from the due date for the payment of the outstanding premium. No grace period shall be granted for the payment of the first premium and failure to effect payment thereof according to the Company's demand shall render this Policy void from inception.
4. **COMPLYING WITH POLICY CONDITIONS:** The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with by an Insured Person and the truth of the statements and answers in any proposal and/or application and of evidence required from an Insured Person in connection with this insurance shall be conditions precedent to any liability of the Company to make any payment under this Policy.
5. **NOTICE OF CLAIM:** Written notice of claim must be given to the Company within thirty (30) days after occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. Notice given by or on behalf of an Insured Person to the Company at the address of its general agent with information sufficient to identify the Insured Person, shall be deemed notice to the Company.
6. **CLAIM FORMS:** The Company, upon receipt of a notice of claim will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days after receipt of such notice the claimant shall be deemed to have complied with requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy of filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.
7. **PROOFS OF LOSS:** Written proof of loss must be furnished to the Company at one of its local offices within sixty (60) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and not later than 1 year from the time proof is otherwise required.
8. **FRAUDULENT CLAIMS:** If the claim should be, in any respect, fraudulent or if any fraudulent means or devices were used by the Insured Person or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited, and this Policy shall be cancelled immediately, without any pro-rata return of premiums.
9. **FITNESS TO TRAVEL:** At the time of effecting this insurance the Insured Person must be fit to travel and not be aware of any circumstances which can lead to claim under this Policy, otherwise any claim can be jeopardized.
10. **POLICY INTERPRETATION:** The Policy shall be interpreted in accordance with the law of the jurisdiction in which the Policy was issued.
11. **PHYSICAL EXAMINATION AND AUTOPSY:** The Company at its own expense shall have the right and opportunity to conduct medical examination on the Insured Person when and as often as it may reasonably require during the pendency of a claim under Section 4 - Personal Accident Protection of this Policy and to make an autopsy in the case of death where it is not forbidden by law.
12. **LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.
13. **SUBROGATION:** In the event of any payment under this Policy, the Company shall be subrogated to all of the Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights for the Company. The Insured Person shall take no action after the loss to prejudice such rights.
14. **TO WHOM INDEMNITIES PAYABLE:** Indemnity for loss of life shall be payable to the Insured Person's estate. All other indemnities of this Policy are payable to the Insured Person, except under Section 2 - Emergency Medical Evacuation and Section 3 - Repatriation where benefits will be paid directly to the provider of services as indicated in each Section.
15. **MISSTATEMENT OF AGE:** In the event the age of the Insured Person has been misstated, and if according to the correct age of the Insured Person, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the

liability of the Company during the period the Insured Person is not eligible for coverage shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

16. **CHANGE OF OCCUPATION:** The Insured Person has to notify the Company by written notice once his/her occupation especially the job nature has been changed. If such occupational risk is not accepted by the Company, the coverage provided by the Policy would not have become effective, or would have ceased from the date of change of occupation. In the event of such cancellation, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. However, the Company shall not return such unearned premium in case the Company has ever compensated for any loss to the Insured Person during the effective period of the Policy.
17. **CANCELLATION:** The Company may cancel this Policy at any time by written notice delivered to the Insured Person or mailed to his/her last known address as shown by the records of the Company stating when such cancellation shall be or shall have been deemed effective. In the event of such cancellation, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. Such cancellation shall be without prejudice to any claim originating prior thereto. The Company will not allow any refund of premium once coverage under any Section of this Policy has become operative.
18. **TERMINATION:**
 This Policy shall be terminated in any one of the following circumstances:-
 - a. All coverage under this Policy will be terminated when any premium pertaining to the Policy is not paid at the end of the Grace Period and termination shall be deemed effective as from the relevant due date for payment of premium;
 - b. The individual coverage of the Insured adult under this Policy will be terminated on the next premium due date following attainment of seventy (70) years of age;
 - c. All coverage under this Policy will be terminated on the date of change of occupation or job nature in respect of the Insured Person if the occupational risk is not accepted by the Company; or
 - d. Upon the death of the Insured Person as provided under Section 4 - Personal Accident Protection, or upon the payment of 100% of benefits as provided for Permanent Disablement, under Section 4 of this Policy.
19. **RECEIPT OF PAYMENT:** Except only in those specific cases where corresponding rules and regulations which now are or may hereafter be in force provide for the payment of the stipulated premiums in periodic installments at fixed percentages, it is hereby agreed, declared and warranted that this Policy shall be deemed effective, valid, and binding upon the Company only when the premiums therefore have actually been paid in full and duly acknowledged in a receipt signed by the Company.
20. **ASSIGNMENT:** No notice of 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 Home office of the Company, AIG Insurance Hong Kong Limited, at 46/F, One Island East, 18 Westlands Road, Island East, Hong Kong. The Company does not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of the Company shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.
21. **RIGHT OF RECOVERY:** In the event authorization of payment and/or payment is made by the Company and/or its authorized representative for a claim which is not covered under the Policy or when the limit of liability of this insurance exceeds, the Company or its authorized representative reserves the right to recover the said exceeded sum from the Insured Person.
22. **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
23. **DATA PRIVACY:** The Insured Person / Policyholder / Applicant agree(s) that: (a) the personal data collected during the application process or administration of this policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation). (b) AIG HK may use the Insured Person's/ Policyholder's/ Applicant's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured Person / Policyholder / Applicant to use such contact details for this purpose). (c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified: i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above); ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above); iii) in the event of a claim, loss adjusters, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above); iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group; v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein. (d) The Insured Person / Policyholder / Applicant may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Office of AIG Insurance Hong Kong Limited at GPO Box 436 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at www.aig.com.hk.

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