

## ANNUAL STUDY ABROAD PROTECTOR INSURANCE POLICY

This Annual Study Abroad Protector Policy is an insurance contract between Assicurazioni Generali S.p.A. Hong Kong Branch and the Policyholder named in the Policy Schedule herein attached. The Company, in reliance upon the statements made in the application form for insurance as forming a part of this Policy and in consideration of the premium paid by the Policyholder, agrees to insure the Insured Person against any loss covered by this Policy subject to and in accordance with the exclusions, limitations, provisions and terms described herein.

This Policy shall not be valid unless a Policy Schedule signed by an authorized representative of the Company is attached hereto.

### PART I: DEFINITIONS

**A Second Degree Burn** means both the epidermis and the underlying dermis are damaged.

**A Third Degree Burn** means the damage or destruction of the skin to its full depth and damage to the tissues beneath.

**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 Covered Study Trip.

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

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

**Burns** means tissue damage caused by the agent as heat only.

**Cash** means banknotes and coins issued by the government and/or government authorized financial body of the issuing country for public use, excluding virtual currency such as Bitcoin.

**Company** means the Hong Kong Branch Office of Assicurazioni Generali S.p.A..

**Confinement or Confined** means a period of stay in Hospital as a Resident In-patient for which the Hospital makes a charge for room and board.

**Covered Study Trip** means a journey undertaken by the Insured Student, during the Period of Insurance as stated in the Schedule, for an overseas education. It also includes trips undertaken by the Insured Student outside the city of his/her Overseas Studying Institution for leisure. If an Insured Parent/Guardian is also covered in this Policy, Covered Study Trip also means a journey undertaken by the Insured Parent/Guardian, during the Period of Insurance, to accompanying the Insured Student for the overseas education, except leisure trips undertaken by the Insured Parent/Guardian not accompanied by the Insured Student. Cover shall be deemed to commence: i) at the time the Insured leaves his/her place of residence in Hong Kong to go directly to the departure point, or ii) four (4) hours before the scheduled departure time of the carrier in which the Insured has arranged to travel, whichever is the later. Such journey or trips shall be deemed to cease: i) at the time the Insured returns to his/her place of residence in Hong Kong or ii) four (4) hours after the scheduled arrival time of the carrier in which the Insured travels, or iii) the date on which the Policy is terminated or expired, whichever is the earliest. Any non-study trip(s) that depart from Hong Kong and returns to Hong Kong during the Period of Insurance is/are not covered.

**Degree** means the unit of measurement for the Burns customarily used by the local government and/or the medical profession in the place where this Policy is issued.

**Emergency Assistance Provider** means the service provider nominated by the Company.

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

**Hazardous Occupation** means the job title or nature is aircrew, fisherman, armed occupation (including temporarily armed occupation), jockey, fire fighter, mining worker (including but not limited to coal, zinc, diamond and gold), atomic/nuclear energy related risk, quarrying worker, race track worker, butcher/slaughtering with usage of heavy machine, railway installation and maintenance worker, chemical product manufacturing worker, scaffolder, construction worker, ship crew (except those working at pier only), container terminal crane operator, steeplejack, petroleum and coal products (refining gas, asphalt and lubricating oils), steel manufacturing worker, oil and gas rig worker, professional diving, gondola worker, dock worker, stunt person, explosives (use and manufacturing), aerial photography and excavation (including drilling).

**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.

**Hospital** means an entity established primarily for the reception and medical care and treatment of sick, ailing or injured persons as Resident In-patients, and which meets all of the following requirements:

- complies with the laws of the country in which it operates;
- admits Resident In-patients only under the supervision of a Physician or Physicians, one of whom is available for consultation at all times;
- maintains organized facilities for medical diagnosis and treatment of Resident In-patients, and provides (where appropriate) facilities for major surgery within the confines of the property from which the entity operates or in facilities controlled by the entity;
- provides full-time nursing service by and under the supervision of a staff of licensed, registered or graduated nurses; and
- maintains a Physician in residence.

Provided that the entity is not:

- a mental institution; an institution whose primary purpose is the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
- a place for the aged; a rest home; a place for drug addicts or alcoholics;
- a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended-care facility or rest home.

**Household Contents** means household furniture and furnishing, clothing and personal effects belonging to the Insured, and fixtures and fittings owned by the Insured or for which he/she is responsible, but not the landlord's fixtures and fittings, excluding deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, valuable papers, documents of any kind, Cash and Valuables.

**Immediate Family Member** means spouse, parents, parents-in-law, grandparents, siblings, sons, daughters, or legal guardian.

**Indemnity** means the 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 Company's consent.

**Insured** means the person named as Insured Student and/or the person named as Insured Parent/Legal Guardian (if any) in the Policy Schedule or Renewal Schedule and for whom the required premium has been paid.

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**Laptop Computer** means the complete laptop computer including accessories or attachments that come as standard equipment with the laptop. Any handheld computers, tablets (including but not limited to iPads) or similar devices are excluded from this category.

**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 Limb** means Permanent irrecoverable and total loss of use or loss by physical separation at or above the wrist or ankle joint of a limb.

**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 Expenses** means all Reasonable and Customary Costs incurred, which are Medically Necessary, in respect of an Insured as a result of Accidental Bodily Injury sustained or Sickness contracted, for Confinement or out-patient treatment, surgical, medical, or other diagnostic treatment given or prescribed by a Physician or received treatment in a Medical Facility, including x-ray examination or the use of an ambulance as the result of an emergency. Excluded in the Medical Expenses are non-medical services, including but not limited to meals, radio or TV rentals, telephone charges, photocopy charges and the like.

**Medical Facility** means a Hospital or a licensed and lawfully operated clinic operating primarily for the reception, care and treatment of sick, ailing or injured persons which provides organised facilities for diagnosis and day surgical procedures.

**Medically Necessary** shall mean the need to have medical treatment in accordance with the generally accepted standards of medical practice and such treatment must:

- require the medical expertise of the Physician;
- be consistent with the diagnosis and necessary for the treatment of the condition;
- be rendered in accordance with professional and prudent standards of medical practice, and not be rendered primarily for the convenience or the comfort of the Insured, his/her Immediate Family Member, caretaker or his/her attending Physician; and
- be rendered in the most cost-efficient manner and setting appropriate in the circumstances.

**Overseas Residence** means the Insured's usual place of residence whilst studying abroad during the Period of Insurance.

**Overseas Studying Institution** means an accredited educational institution located outside Hong Kong in which the Insured Student is registered as a student and which was stated in the application for this Policy or subsequent endorsement (if any).

**Period of Insurance** means the period stated in the Policy Schedule or any subsequent Renewal Schedule during which this Policy is effective.

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

**Permanent Total Disablement** means the Insured is prevented from engaging in each and every occupation or employment for compensation or profit for which the Insured is reasonably qualified by reason of education, training or experience, or if the Insured has no business or occupation, from attending to any duties which would normally be carried out by the Insured in the Insured's daily life, and such disability has continued for twelve (12) consecutive months. This condition must be certified by a Physician to be total, continuous and Permanent for the remainder of the Insured's life.

**Personal Property** means personal belongings of the Insured or for which he/she is responsible which are taken by him/her on Covered Study Trip or acquired during the Covered Study Trip.

**Physician(s)** means a person who is recognised by the laws of the jurisdiction where treatment is received as qualified to treat the Sickness or Accidental Bodily Injury, and who is not a relative of the Insured or the Insured himself/herself.

**Policy** means this policy, application, Policy Schedule, Renewal Schedule (at Renewal), attachment(s) and any endorsement(s) to the same that may have been made from time to time.

**Policyholder** means the applicant of this Policy named as Policyholder in the Schedule.

**Pre-existing Condition** means Accidental Bodily Injury sustained or Sickness or other condition suffered by the Insured for which he/she has been diagnosed or exhibits symptoms or in relation to which the Insured should reasonably have received medical treatment, consultation, prescribed drugs or advice from a Physician prior to the effective date of this Policy.

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

**Reasonable and Customary Costs** means a charge for medical care which does not exceed the general level of charges being made by medical service providers of similar standing in the locality where the charge is incurred for similar treatment, services or supplies to individuals of the same sex and age, for a similar Accidental Bodily Injury or Sickness. The Reasonable and Customary Costs shall not in any event exceed the actual charges incurred. In determining whether a cost is Reasonable and Customary, the Company may make reference to the followings (if applicable):

- a) industrial medical fee survey of the Studying Country;
- b) internal claim statistics;
- c) extent or level of benefit insured; and/or
- d) other pertinent source of reference.

**Renewal** means the renewal of this Policy without any lapse of time upon the expiry of a preceding policy year of the 'Annual Study Abroad Protector'.

**Replacement Cost** means the cost on the date of loss to reinstate, repair or replace lost or damaged property or Household Contents with material of like kind and quality, including customs duties, but not more than the Insured's actual spending to reinstate, repair or replace the property or Household Contents at the same or another premise for the same use in the same country.

**Resident In-patient(s)** means the Insured who is Confined as a resident bed patient in a Hospital and whose Confinement is necessary for the medical care, diagnosis and treatment of Accidental Bodily Injury or Sickness covered in this Policy, and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

**Riot** means the act of any person taking part together with or without others in any disturbance of the public peace (whether in connection with a Strike or lock-out or otherwise) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or minimize the consequences of such disturbance.

**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.

**Schedule** means the schedule which attached to the Policy, as may be amended or replaced by the Company from time to time, which sets out the Period of Insurance and level of benefits available to the Insured under this Policy. Schedule also includes Renewal Schedule issued to the Policyholder upon Renewal.

**Serious Accidental Bodily Injury or Serious Sickness** means Accidental Bodily Injury or Sickness which requires medical treatment by a Physician or in the opinion of the Emergency Assistance Provider requires medical treatment, and causes the Insured total disablement which has lasted or is likely to last for at least thirty (30) consecutive days which is certified by the attending Physician.

**Sickness** means illness or disease commencing during the Covered Study Trip which is the direct and independent cause of loss for which claim is made, and which requires the attendance of a Physician, and Physician's certificate with diagnosis can be provided.

**Strike** means the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

**Studying Country** means a country where the Overseas Studying Institution is located and which is stated in the application form of this Policy or subsequent endorsement (if any).

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

**Transfer** means the least expensive means of scheduled Public Common Carrier transportation available and necessary to effect emergency medical evacuation or return of mortal remains or for the Insured.

**Transfer Expenses** means direct out of pocket expenses determined by the Company to be reasonable and necessary to provide the Insured with emergency medical evacuation or return of mortal remains services, less any monies refundable from the original return transport fare, medical services or medical supplies.

**Tuition Fee** means a sum charged for instruction at the Overseas Studying Institution for required courses, including any applicable laboratory fee and any cost for the use of facilities for attending said courses, but excluding any costs of text books, room and board.

**Valuables** mean articles of gold, silver or other precious metal, jewellery, furs, precious or semi-precious gems, stamp, coin and /or medal collections and works of art.

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

## PART II: DESCRIPTION OF COVERAGE

### SECTION 1. MEDICAL EXPENSES

If during the Period of Insurance the Insured sustains Accidental Bodily Injury or suffers from Sickness during the course of the Covered Study Trip which directly results in the necessity for medical treatment and as a result Medical Expenses are incurred, the Company shall pay for such Medical Expenses incurred within three hundred and sixty-five (365) days from the date of Accident, including a maximum of twenty-five (25) out-patient visits per Period of Insurance. The Company also covers the Medical Expenses for dental treatment as a result of an Accidental Bodily Injury to sound and natural teeth, and dental treatment for the relief of sudden and acute pain suffered by the Insured during the Covered Study Trip, provided such dental treatment is considered Medically Necessary and certified by a Physician.

### Follow-up Medical Treatment Extension

In the event of necessary follow-up medical treatment after the Insured's return to Hong Kong, for which treatment has been initially sought overseas, this benefit will be extended to cover Medical Expenses incurred within ninety (90) days from the date of return to Hong Kong, subject to a maximum of HK\$100,000 per Period of Insurance.

### Extended Resident In-patient in Hong Kong

If during the Period of Insurance the Insured returns to Hong Kong for temporary stay during the course of the Covered Study Trip, and sustains Accidental Bodily Injury or suffers from Sickness requiring Confinement in Hospital as a Resident In-patient, the Company shall pay for Medical Expenses incurred as such subject to a maximum of HK\$50,000 per Period of Insurance.

In no event shall the total amount payable under this benefit exceed one hundred percent (100%) of the Amount of Benefit for Medical Expenses stated in the Policy Schedule per Period of Insurance.

## SECTION 2. EMERGENCY MEDICAL EVACUATION & REPATRIATION

If during the Period of Insurance the Insured sustains Accidental Bodily Injury or suffers from Sickness of the Insured during the course of the Covered Study Trip and requires Emergency Medical Treatment which is not available locally and requires medical evacuation and/or repatriation to Hong Kong, the Company shall pay for the Transfer Expenses incurred up to one hundred percent (100%) of the Amount of Benefit for Emergency Medical Evacuation & Repatriation stated in the Policy Schedule per Period of Insurance. The Transfer of the Insured, means and final destination of evacuation shall be decided and approved by the Emergency Assistance Provider based entirely upon medical necessity.

### Special Condition for Emergency Medical Evacuation & Repatriation

- a) Any unused portion of the travel ticket(s) is required to surrender to the Emergency Assistance Provider.

## SECTION 3. RETURN OF MORTAL REMAINS

If during the Period of Insurance the Insured dies during the course of the Covered Study Trip as a result of Accidental Bodily Injury or Sickness, the Company shall pay for the Transfer Expenses incurred for the Transfer of the mortal remains from place of death to Hong Kong, or the cost of local burial at the place of death up to one hundred percent (100%) of the Amount of Benefit for Return of Mortal Remains stated in the Policy Schedule. Such Transfer or local burial shall be approved by the Emergency Assistance Provider.

### Special Condition for Return of Mortal Remains

- a) Any unused portion of the travel ticket(s) is required to surrender to the Emergency Assistance Provider.

## SECTION 4. PERSONAL ACCIDENT

- a) Accidental Death: If during the Period of Insurance the Insured sustains an Accidental Bodily Injury during the course of the Covered Study Trip, which directly results in loss of life of the Insured within thirty hundred sixty-five (365) days from the date of Accident, the Company shall pay one hundred percent (100%) of the Amount of Benefit for Personal Accident stated in the Policy Schedule less any amount paid for Accidental Disability arising from the same or different Accidental Bodily Injury.
- b) Accidental Disability: If during the Period of Insurance the Insured sustains an Accidental Bodily Injury during the course of the Covered Study Trip which results in any of the event of loss as stated below within three hundred and sixty-five (365) days from the date of Accident, the Company shall pay compensation in the form of a percentage of the Amount of Benefit stated in the Schedule, as set forth below:

<u>Event of Loss</u>	<u>Percentage of Amount of Benefit</u>
Permanent Total Disablement	100%
Permanent loss or incurable paralysis of all limbs	100%
Permanent total Loss of Sight in both eyes	100%
Permanent total Loss of Sight in one eye	100%
Loss of or the Permanent total loss of use of two limbs	100%
Loss of or the Permanent total loss of use of one limb	100%
Permanent and total Loss of Speech and Hearing	100%
Permanent and total Loss of Hearing in both ears	75%
Permanent total Loss of Hearing in one ear	15%
Permanent and total Loss of Speech	50%

#### Special Conditions for Personal Accident

- a) Permanent and total loss includes Permanent and total loss of use of such organ(s).
- b) If more than one (1) event of losses arising from the same Accidental Bodily Injury, the Company shall pay for the event of loss with the greatest amount.
- c) If a payment has been made to the Insured in respect of any event of loss under Permanent Disability or Major Burns of SECTION 5 of Part II of this Policy, and the Insured subsequently dies as a result of the same or other Accidental Bodily Injury, the Amount of Benefit for Accidental Death shall be reduced to the balance of the Amount of Benefit for Personal Accident that remains unpaid, subject to the terms and conditions of this Policy.
- d) Disappearance: If the Insured's body has not been found within one (1) calendar 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 Accident and under such circumstances as would otherwise be covered hereunder, and all current available means of contact had been exhausted, it shall be presumed that the Insured suffered loss of life resulting from Accidental Bodily Injury caused by an Accident covered by this Policy at the time of such disappearance, sinking or wrecking.
- e) Exposure: If during the course of the Covered Study Trip the Insured, by reason of an Accidental Bodily Injury sustained is unavoidably exposed to the elements and, as a direct and unavoidable of such exposure, suffers death within three hundred and sixty-five (365) days from the date of Accident, the Accidental Death benefit specified herein shall become payable subject to the terms and conditions of this Policy.
- f) Once the Company has paid one hundred percent (100%) of the Amount of Benefit for Personal Accident stated in the Policy Schedule through a payment or series of payments under this benefit, the Policy shall immediately terminate and the Company shall bare no further liability under this Policy.
- g) If the aggregate amount paid under this benefit in respect of the Insured is less than one hundred percent (100%) of the Amount of Benefit for Personal Accident, the Amount of Benefit for Personal Accident shall be reduced to the balance of the Amount of Benefit for Personal Accident that remains unpaid.
- h) If an Insured suffers a loss of or loss of use of a limb and organ specified above, which was already partially dysfunctional prior to an Accident and such a limb or organ becomes permanently and totally dysfunctional as a result of an Accidental Bodily Injury, a reduced amount of the Amount of Benefit shall be payable under the relevant event of losses stated above. The Company shall determine the amount of reduction at its sole discretion. For the avoidance of doubt, no compensation shall be paid in respect of any limb or organ which was totally dysfunctional prior to the Accident.

## **SECTION 5. MAJOR BURNS**

If during the Period of Insurance the Insured sustains an Accidental Bodily Injury during the course of the Covered Study Trip which results in any of A Second or A Third Degree Burns event stated below diagnosed by a Physician, the Company shall pay compensation in the form of a percentage of the Amount of Benefit stated in the Policy Schedule, as set forth below:

<u>Burns Events (Second Degree or Three Degree)</u>	<u>Percentage of Amount of Benefit</u>
On 45% or more of body surface	100%
On 27% or more of body surface	60%
On 18% or more of body surface	50%
On 9% or more of body surface	30%
On 4.5% or more of body surface	20%

#### Special Conditions for Personal Accident

- a) If more than one (1) burns events arising from the same Accidental Bodily Injury, the Company shall pay for the burns event with the greatest amount.
- b) Once the Company has paid one hundred percent (100%) of the Amount of Benefit for Major Burns stated in the Policy Schedule through a payment or series of payments under this benefit, the Policy shall immediately terminate and the Company shall bare no further liability under this Policy.

## **SECTION 6. CARE VISIT**

If during the course of the Covered Study Trip the Insured is Confined in a Hospital as a Resident In-patient outside of Hong Kong for over five (5) consecutive days or dies as a result of Accidental Bodily Injury or Sickness, the Company shall pay the one adult Immediate Family Member:

- a) the cost of one round-trip, economy class air ticket to the place of hospitalization or death for visiting the Insured; and
- b) the cost of an ordinary room of accommodation in any reasonable accommodation for a maximum of five (5) consecutive days, but excluding the costs of drinks, meals and other room services.

Provided the care visit is approved by the Emergency Assistance Provider. The Company shall pay up to one hundred percent (100%) of the Amount of Benefit for Care Visit stated in the Policy Schedule per Period of Insurance.

## **SECTION 7. STUDY INTERRUPTION**

If during the Period of Insurance and in the course of the Covered Student Trip the Insured Student is unable to continue his/her education directly and independently due to :

- a) Accidental death of his/her parent requiring him/her to return to Hong Kong as a result thereof;
- b) Serious Accidental Bodily Injury or Serious Sickness of the Insured Student, which results in:
  - i. continuous Hospital Confinement; and
  - ii. temporary disability for thirty (30) days or more; and
  - iii. receives continuous medical treatment and supervision from a Physician,

the Company shall pay up to one hundred percent (100%) of the Amount of Benefit for Study Interruption stated in the Policy Schedule per Period of Insurance, for reasonable costs of

- a) re-attending Tuition Fee required to pay in order to re-attend the missing courses after his/her recovery; or
- b) the portion of forfeited Tuition Fee of the interrupted semester, less any Tuition Fee refundable or recoverable from any other source. The Tuition Fee shall not include any cost of textbooks, room and board.



#### Special Condition for Study Interruption

- a) A certification by the attending Physician manifesting the Insured Student's continuous Hospital Confinement and continuous temporary disability and incapability of continuing the Covered Study Trip following such Serious Accidental Bodily Injury or Serious Sickness is required; or proof of death of the Insured Student's parent in Hong Kong is required.
- b) In the event of a claim, official invoice(s) from the Overseas Studying Institution evidencing payment of the said Tuition fee shall be submitted to the Company and used as the basis for calculating any reimbursement.

#### **SECTION 8. EDUCATION FUND**

If during the Period of Insurance the Insured Parent/Legal Guardian sustains Accidental Bodily Injury which directly and independently results in his/her Accidental death or Permanent Total Disablement within twelve (12) consecutive months from the date of Accident, the Company shall pay up to one hundred percent (100%) of the Amount of Benefit for Education Fund stated in the Policy Schedule as a subsidy for the continuation of the Insured Student's education. This benefit is payable once, and Education Fund cover shall immediately cease following payment of this benefit.

#### **SECTION 9. PERSONAL BAGGAGE**

If during the Period of Insurance the Insured suffers Accidental loss of or damage to the Insured's baggage and Personal Property contained in such baggage which occurs outside of Hong Kong during the course of the Covered Study Trip, the Company shall reimburse up to one hundred percent (100%) of the Amount of Benefit for Personal Baggage stated in the Policy Schedule per Period of Insurance.

#### Special Conditions for Personal Baggage

- a) The Company's liability shall be the Actual Cash Value of the article at the time of loss.
- b) For Accidental loss of or damage to Laptop Computer, the maximum Amount of Benefit payable is HK\$10,000; for other Personal Property, the maximum Amount of Benefit payable is HK\$3,000 per item or pair or set of items. A pair or set of items is treated as one (1) item.
- c) The Insured must take every possible step to safeguard their accompanied baggage or Personal Property, and not leave them unattended.
- d) The loss or damage must occur as a result of an Accident. Proof of such losses or damage must be obtained in writing from the hotel management, the Public Common Carrier if the loss or damage occurred in transit, or through making a report to the police having jurisdiction over the place of the loss. For loss or damage due to Robbery or Theft, the police report must be filed within twenty-four (24) hours of the loss. All such proofs and receipts and proofs of possession must be made available to the Company.
- e) The Company shall have the rights to take and keep possession of the damaged Personal Property and to deal with salvage at its own discretion.

#### **SECTION 10. DOCUMENT LOSS**

If during the Period of Insurance the Insured loses his/her passport, identity card, visa and/or any other necessary travel documents for immigration clearance and travel tickets during the course of the Covered Study Trip, the Company shall pay up to one hundred percent (100%) of the Amount of Benefit for Document Loss stated in the Policy Schedule per Period of Insurance to compensate for the replacement fees of the lost documents and tickets.

#### Special Conditions for Document Loss

- a) The Insured must take every possible precaution to ensure the security of his/her travel documents and travel tickets.
- b) Any claim must be accompanied by written documentation from the police having jurisdiction over the place of loss and reported within twenty-four (24) hours of the loss.
- c) Any unexplained loss, loss due to confiscation or detention by customs or any other authority are not covered.

#### **SECTION 11. PERSONAL MONEY**

If during the Period of Insurance the Insured suffers loss of his/her Cash and/or traveller cheque due to an Accident which occurs outside of Hong Kong during the course of a Covered Study Trip, the Company shall pay up to one hundred percent (100%) of the Amount of Benefit for Personal Money stated in the Policy Schedule per Period of Insurance to compensate for actual loss incurred.

#### Special Conditions for Personal Money

- a) The Insured must take every possible precaution to ensure the security of his/her Cash and traveller cheque.
- b) Any claim must be accompanied by written documentation from the police having jurisdiction over the place of loss and reported within twenty-four (24) hours of the loss.
- c) Any unexplained loss or loss due to confiscation or detention by customs or any other authority, devaluation of currency, or shortages due to errors or omissions during money exchange transactions are not covered.

#### **SECTION 12. TRAVEL DELAY**

If during the Period of Insurance the Insured's Covered Study Trip is delayed by a Public Common Carrier in which the Insured has chosen to travel due to bad weather, strike, mechanical failure or industrial action of the employee of the Public Common Carrier or Hijacking after the commencement of the Insured's Covered Study Trip, and such delay lasts more than six (6) consecutive hours from the time specified in the itinerary, the Company shall pay the Amount of Benefit stated in the Policy Schedule for each and every full six (6) consecutive hours of delay, up to one hundred percent (100%) of the Amount of Benefit for Travel Delay stated in the Policy Schedule per covered trip and Period of Insurance respectively.

#### Special Condition for Travel Delay

- a) The period of delay shall be calculated from the original scheduled arrival time of the Public Common Carrier at the destination specified in the itinerary supplied to the Insured until the actual arrival time of (i) the original Public Common Carrier, or (ii) the first available alternative transportation offered by such Public Common Carrier.
- b) The delay must be certified by an official travel delay/irregularity report from the Public Common Carrier on the number of hours of delay and the reason of such delay in order to claim under this Section.

#### **SECTION 13. BAGGAGE DELAY**

If during the Period of Insurance, the Insured's checked-in baggage is delayed, misdirected or temporarily misplaced by the Public Common Carrier for a period of more than six (6) consecutive hours from the actual arrival time of the Public Common Carrier during the course of the Covered Study Trip, the Company shall pay for reasonable expenses incurred for the emergency purchase of essential toiletries and clothing up to one hundred percent (100%) of the Amount of Benefit for Baggage Delay stated in the Policy Schedule per Period of Insurance.

#### Special Conditions for Baggage Delay

- Claims shall not be made under both Personal Baggage and Baggage Delay of this Policy.
- The Company shall not be liable for any loss occurs while the Insured is returning to Hong Kong.
- The delay must be certified by an official baggage irregularity report from the Public Common Carrier on the number of hours of delay and the reason of such delay in order to claim under this Section.
- Original receipt(s) must be produced by the Insured showing details of the expenditures when a claim arises.

#### SECTION 14. PERSONAL LIABILITY

The Company shall pay the Indemnity for damages which the Insured becomes legally liable to pay because of Accidental Bodily Injury to any other person or destruction of property of others caused by an Accident occurred in the course of a Covered Study Trip during the Period of Insurance. The Company's liability shall be limited to one hundred percent (100%) of the Amount of Benefit for Personal Liability stated in the Policy Schedule per Period of Insurance.

#### SECTION 15. OVERSEAS RESIDENCE GUARD

If during the Period of Insurance the Insured suffers loss of or damage to the Household Contents within the Insured's Overseas Residence that was left vacant whilst the Insured was away on a holiday overseas and no other person was in the Overseas Residence, the Company shall pay up to one hundred percent (100%) of the Amount of Benefit for Overseas Residence Guard stated in the Policy Schedule per Period of Insurance to compensate for the actual loss incurred, less allowance for physical deterioration, depreciation, wear and tear and/or obsolescence, or at the Company's sole discretion and option, reinstate or repair such loss or damage. Provided that the loss or damage is caused by a fire occurring after the Insured has departed for the holiday from his/her Overseas Residence.

#### 24-hour Worldwide Emergency Assistance Services

For the emergency assistance services, simply call to Hong Kong alarm centre: (852) 3187 6888. Remember to quote your name, policy number, location (name of hospital if any), phone number and kinds of services when you seek for assistance.

Travel assistance includes:

- Passport and Visa requirements
- Embassy referral
- Legal referral
- Arrangement of interpreter services
- Lost luggage retrieval
- Lost passport assistance
- Weather information assistance
- Emergency rerouting arrangement

Medical assistance includes:

- Telephone medical advice
- Dispatch of physician / essential medication / medical equipment if necessary
- Monitoring of medical conditions when hospitalized
- Arrangement of appointments with doctors
- Arrangement of Hospital admission
- Authorise guarantee of payment to hospital
- Organise emergency medical evacuation if necessary
- Arrangement for the repatriation of Remains when required

The service provider is provided on a best-efforts basis, and may not be available due to problems of time, distance or location. The Company is not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service.

#### PART III: GENERAL CONDITIONS

##### Age Limit

Coverage is available to the Insured Student from twelve (12) to thirty (30) years old; Insured Parent/Legal Guardian from eighteen (18) to fifty-five (55) years old.

#### 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.

#### Cancellation or Termination

The Company may cancel/terminate this Policy at any time by giving thirty (30) days written notice delivered to Policyholder or mailed to the Policyholder's last known address as shown in the Company's records. The notice shall state when such cancellation/termination shall be effective. Upon cancellation/termination of this Policy, the Company shall promptly thereafter return the pro-rata unearned portion of the premium actually paid by the Policyholder. Such cancellation/termination shall be without prejudice to any claim originating prior thereto. However, the Company has the right to cancel/terminate the Policy with immediate effect without prior notice of cancellation/termination in the event of the occurrence of one or more of the following:

- Non-payment of any premium ; or
- Conviction of a crime arising out of acts materially increasing the risks incurred against; or
- Fraud or material misrepresentation on the part of the Policyholder or the Insured; or
- Willful or reckless acts or omissions on the part of the Policyholder or the Insured materially increasing the risks insured against.

The Policyholder may cancel this Policy by giving thirty (30) days written notice to the Company and in such event the Policyholder shall be entitled to a return of actual paid premium less premium at the Company's short period rates for the time this Policy has been in force during the Period of Insurance.

Period	Short Period Rates
2 months (minimum)-----	40%
3 months-----	50%
4 months-----	60%
5 months-----	70%
6 months or over -----	100%

#### Change of Location of Overseas Studying Institution

It is a condition of this Policy that any change of location of the Overseas Studying Institution to a different Studying Country shall be reported to the Company as soon as possible.

#### Claims Investigation

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

#### Compliance with Policy Provisions

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

#### Duplicate Coverage

Each Insured is only eligible to have one (1) Annual Study Abroad Protection Policy in force with the Company.

#### Entire Contract

The Policy, together with Policy Schedule, application form, all amendments and other attachments, if any, constitutes the entire contract of insurance. The Policy shall not be modified except by written amendment attached hereto and signed by an authorised representative of the Company.

#### **Fraud / Misstatement / Concealment / False Statement**

Any fraud, misstatement, concealment or false statement in the application form on which this insurance is based or in connection to any other matter affecting this insurance or in connection with the making of any claim under this Policy shall render this Policy null and void, and the Company shall repudiate all liability under this Policy.

#### **Grace Period**

A grace period of thirty-one (31) days will be granted from the date when the premium for the renewal thereof falls due. This Policy will remain in force during the grace period notwithstanding any outstanding premium thereof. Upon the expiry of the grace period, this Policy will automatically lapse if the premium due remains unpaid. Notwithstanding the foregoing, the grace period will not apply if, at least seven (7) days before the expiry of the Period of the Insurance, the Company shall not renew this Policy. For the avoidance of doubt, if the Insured suffers an Accidental Bodily Injury or loss covered under Policy during the grace period, the Company shall be liable for the payment benefit under this Policy in accordance with the terms and conditions of this Policy net of any premiums due and unpaid.

#### **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 sixty (60) days after the Company has been given written proof of loss. No such action shall be brought after two (2) years from the date of loss.

#### **Legality**

This insurance shall not apply to the extent it is illegal in any jurisdiction, outside Hong Kong, for the citizens of such jurisdiction to be insured by an insurer which is not registered within such jurisdiction.

#### **Other Insurance**

Other than benefits of SECTION 4, 5, 8 and 12 under PART II of this Policy, if a covered loss under this Policy is insured under any other valid policy, prior or current, then this Policy shall cover such loss, subject to its limitations, exclusions, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

#### **Payment of Claim**

All Amounts of Benefit shall be paid to the Policyholder as stated in the Policy Schedule, except the Amounts of Benefit payable under

- a) Benefit of SECTION 1 if the Medical Expenses are settled with the Medical Facility directly.
- b) Benefits of SECTION 2, 3 and 6 which are paid to provider of services rendered to the Insured.
- c) Death payment to the appointed beneficiary.
- d) In the event of death of the Policyholder or the beneficiary, the Company shall pay the Amount of Benefit to the Policyholder's or the beneficiary's estate respectively.

#### **Claims Settlement Currency**

All claims payable by the Company under the Policy shall be paid in the currency specified in the Policy Schedule or in Hong Kong Dollars at the Company's sole discretion. The conversion between the currency specified in the Policy Schedule and Hong Kong Dollars shall be subject to the applicable rules and made at an exchange rate which is solely determined by the Company based on the prevailing market rate.

#### **Physical Examinations and Autopsy**

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

#### **Renewal**

This Policy may be renewed for one (1) further consecutive year by payment of premium on or before the effective date of the Renewal at the Company's premium rate in force at the time of renewal, subject to the Company's consent.

#### **Reinstatement**

When this Policy terminates by the reason of non-payment of premium, any subsequent acceptance of a premium shall constitute reinstatement of this Policy by the Company, and shall only cover loss commencing after the date of such reinstatement.

#### **Rights of Recovery**

In the event that authorisation of payment and/or payment is made by the Company or on its behalf by its authorised representatives and appointed service providers including but not limited to the Emergency Assistance Provider, the Company reserves the right to recover against the Insured the full sum which has been paid, or for which the Company is liable, to a Medical Facility to which the Insured has been admitted, less the Company's liability under the terms of the Policy.

#### **Subrogation**

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

#### **PART IV: EXCLUSIONS**

##### **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS UNDER PART II**

This Policy does not cover any loss arising directly or indirectly out of:

1. Any Pre-existing Condition, congenital or heredity conditions.
2. Suicide, attempted suicide or intentional self-infliction of bodily injury or wilful exposure to danger (other than in an attempt to save human life).
3. Abortion, miscarriage, pregnancy, childbirth and other complication arising therefrom.
4. Mental or nervous disorders, insanity, psychiatric condition or any behavioral disorder.
5. Health check-ups or any investigation(s) not directly related to admission, diagnosis, Sickness or Accidental Bodily Injury, or any treatment or investigation which is not Medically Necessary.
6. Any payment under this Policy with respect to the cost of prosthesis, hearing aids, dentures and other medical equipment or optical treatments unless receiving prior approved by the Company.
7. Any medical treatments or services received during the course of the Covered Study Trip which was made for the purpose of receiving medical treatment, or if the Covered Study Trip was undertaken while the Insured was unfit to travel.
8. The Insured was travelling contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.
9. War (whether declared or not), invasion, act of foreign enemies, civil war, hostilities or warlike operations, revolution, rebellion, insurrection, military or usurped power, civil unrest amounting to a popular uprising against government, direct participation in Riot and Strike and civil commotion.
10. Ionising, radiation or contamination by radioactivity from any nuclear fuel, from any nuclear waste, from the combustion of nuclear fuel (and for the purposes of this exclusion, combustion will include any self-sustaining process of nuclear fission or fusion), from any nuclear weapons material or from any nuclear or radioactive material.

11. Insured engaging in regular or temporary service or duty with any disciplinary forces, military, naval, air force, or armed force services of any kind; or as a volunteer and engaged in war or crime suppression.
12. Participation in any professional sports events where the Insured would or could earn any income or remuneration, sponsorship, donation or financial rewards of any kind from engaging in such kind of sport, racing or competition of any kind except on foot.
13. Prohibition or regulation by any government, confiscation, detention, destruction by customs or other authorities or any breach of government regulation.
14. Damages relating to the unlawful, illegal wilful, malicious acts of the Insured; resistance to arrest or fighting of any kind (except in bona fide self-defense).
15. Actions of the Insured while under the influence of alcohol or drugs or non-prescribed medication to the extent of legal impairment.
16. Riding in any aircraft except as a fare-paying passenger in a properly licensed aircraft flown by a qualified pilot other than the Insured himself/herself.
17. The Insured's actions in the course of committing a felony or while under arrest by authorities because of commission of a felony.
18. 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, any mutant derivatives or variations however caused; or any other sexually transmitted diseases.
19. The Insured is engaging in, performing duty of or employed as any of the Hazardous Occupation.
20. The costs of any loss which can be recovered by any another source.
21. Failing to take reasonable care and precautions to avoid or minimize a claim under this Policy following the warning of any Strike, industrial action, Riot, civil commotion, adverse weather condition, natural disaster, epidemic or any other circumstances through or by general mass media.

#### **EXCLUSIONS APPLICABLE TO SECTION 1 MEDICAL EXPENSES**

This section does not cover any loss for benefit Section 1 Medical Expenses under PART II arising directly or indirectly out of:

1. Dental care unless resulting from Accidental Bodily Injury to sound and natural teeth.

#### **EXCLUSIONS APPLICABLE TO SECTION 2 EMERGENCY MEDICAL EVACUATION & REPATRIATION**

The Company shall not pay for:

1. Any expenses incurred for services provided by another party for which the Insured are not liable to pay, or any expenses already included in the cost of a scheduled Covered Study Trip.
2. Any expenses for a service not approved and arranged by the Emergency Assistance Provider, or an authorized representative of the Company, provided always that the Company reserves the right to waive, at its sole discretion, this exclusion in the event that the Insured cannot for reasons beyond his/her control notify the Emergency Assistance Provider or the Company during an emergency medical situation. In any event, the Company reserves the right to reimburse only for those expenses incurred for services which this Policy would have provided under the same circumstances and up to the limit specified in SECTION 2 of PART II.

#### **EXCLUSIONS APPLICABLE TO SECTION 3 REPATRIATION OF MORTAL REMAINS**

The Company shall not pay for:

1. Any expenses incurred for services provided by another party for which the Insured are not liable to pay, or any expenses already included in the cost of a scheduled Covered Study Trip.
2. Any expenses incurred for the transportation of the Insured's remains not approved and arranged by the Emergency Assistance Provider, or by an authorized representative of the Company.

#### **EXCLUSIONS APPLICABLE TO SECTION 6 CARE VISIT**

The Company shall not pay for:

1. Any expenses incurred for services provided by another party for which the Insured's adult Immediate Family Member are not liable to pay in the care visit trip.
2. Any expenses incurred for the travel tickets and hotel accommodation of the Insured's adult Immediate Family Member care visit trip not approved and arranged by the Emergency Assistance Provider, or by an authorized representative of the Company.

#### **EXCLUSIONS APPLICABLE TO SECTION 9 PERSONAL BAGGAGE**

1. The Company shall not pay for loss of or damage to:
  - a) The following classes of property: pets or animals, motors/motor vehicles/motorcycles or their accessories, boats or any other conveyances, snow skis, foodstuffs, perishables and consumables, antiques, artifacts, paintings, objects of arts, Cash, Cash card, traveller cheque and the like, bonds, securities, coupons, tickets, valuable papers, negotiable instruments, title deeds, manuscripts, documents, gem stones, portable telecommunication equipment and accessories, artificial teeth or limbs, dentures or prosthesis.
  - b) Data of any kind recorded on tapes, cards, discs or otherwise.
  - c) Hired or leased equipment.
  - d) Business goods or samples or equipment of any kind.
  - e) Baggage sent in advance of the Covered Study Trip, or articles mailed or shipped separately other than in a Public Common Carrier carrying the Insured at the same time.
  - f) 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.
  - g) Within the territory of Hong Kong.
2. The Company shall not pay for loss or damage arising from or due to:
  - a) Wear and tear, depreciation, scratching, marring, denting, gradual deterioration, corrosion, oxidation, rust, atmospheric condition, action of light, process of heating, drying, cleaning or dyeing.
  - b) Insect, vermin, rot, mildew or fungus.
  - c) Alteration, repair or maintenance.
  - d) Breakdown or misuse.
  - e) Faulty material, workmanship or design.
3. Loss or damage arising from or due to confiscation, detention or destruction by customs, other authorities or government officials.
4. Loss not reported to the local police, public authority, hotel or Public Common Carrier within twenty-four (24) hours after the incident and supported by a valid police report or report from the hotel or property irregularity report if occurred in airline or report from other Public Common Carrier.
5. Unexplained loss or mysterious disappearance.

#### **EXCLUSIONS APPLICABLE TO SECTION 10 DOCUMENT LOSS**

The Company shall not pay for loss arising from or due to:

1. Fine or penalty incurred due to non-replacement or late replacement of the documents by the Insured.
2. Loss or damage arising from or due to confiscation, detention or destruction by customs, other authorities or government officials.
3. Loss not reported to the local police or public authority within twenty-four (24) hours of after the incident and a report obtained.
4. Unexplained loss or mysterious disappearance.

#### **EXCLUSIONS APPLICABLE TO SECTION 11 PERSONAL MONEY**

The Company shall not pay for loss arising from or due to:

1. Shortage due to error, omission, exchange or depreciation in value.
2. Loss or damage arising from or due to confiscation, detention or destruction by customs, other authorities or government officials.
3. Loss not reported to the local police or public authority within twenty-four (24) hours of after the incident and a report obtained.
4. Unexplained loss or mysterious disappearance.



#### **EXCLUSIONS APPLICABLE TO SECTION 12 TRAVEL DELAY**

The Policy does not cover any travel delay arising from or due to:

- a) Government's regulation, control or act.
- b) Bankruptcy, liquidation, error, omission or default of the Public Common Carrier, the travel agent or other provider of any service forming part of the booked itinerary.
- c) Strike, industrial action, Riot, civil commotion or other circumstances giving rise to a claim under this Section known to have existed at the time of application for this Policy.
- d) Failure of the Insured to check-in according to the itinerary supplied to him/her.
- e) Late arrival of the Insured at the airport or port after check-in or booking-in-time.
- f) The Insured does not get on-board on the first available alternative transportation offered by the Public Common Carrier.
- g) Action taken by the Public Common Carrier authorized personnel to instruct the Insured to get off the Public Common Carrier due to breach of the respective Public Common Carrier safety protocol(s).
- h) The Insured's own action causing delay of the Public Common Carrier except in an attempt to save human life.

#### **EXCLUSIONS APPLICABLE TO SECTION 13 BAGGAGE DELAY**

The Policy does not cover any baggage delay or loss arising from or due to:

- a) Arising from or due to confiscation, detention or destruction by customs, other authorities or government officials.
- b) Of luggage sent in advance, mailed or shipped separately.

#### **EXCLUSIONS APPLICABLE TO SECTION 14 PERSONAL LIABILITY**

The Company shall not be liable in respect of:

1. Accidental 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 a relative of the Insured, or which is in the Insured's custody or control.
2. Liability arising out of or incidental to
  - a) Insured's profession, business or trade.
  - b) Ownership, occupation or use of any land, building or premises.
  - c) Ownership, possession or use of lift, elevator, motor vehicle, aircraft, watercraft or mechanically and/or electrically propelled vehicle, firearms, pet or animal.
  - d) Infringement of plan, copyright, patent, trade mark or registered design.
  - e) Libel or slander.
3. Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement. Damage relating to any liability assumed under contract.
4. Fine, penalty or punitive damages of any kind.
5. Damage relating to the wilful, malicious, or unlawful act on the part of the Insured.
6. Any criminal acts or proceedings.

#### **EXCLUSIONS APPLICABLE TO SECTION 15 OVERSEAS RESIDENCE GUARD**

The Company shall not be liable for:

1. Wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause.
2. Any loss or damage occasioned through the Insured's wilful act or with his/her connivance.
3. Loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises.
4. Vehicle or thing containing the same by any government authorities.
5. Electrical or mechanical breakdown.
6. Business or professional use in respect of photographic and sports equipment and accessories and musical instruments.
7. Motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.
8. Loss or damage insured under any other insurance policy, or reimbursed by any other party.

#### **PART V: HOW TO MAKE A CLAIM**

Any occurrence or loss which may give rise to a claim should be reported in writing together with the required claims documents immediately and in any event no later than thirty (30) days from the date of occurrence:

##### **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 the Insured to the Company at the address below or of the managing agents with information sufficient to identify the Insured, shall deemed notice to the Company.

**Assicurazioni Generali S.p.A. (Hong Kong) Branch  
5/F., Generali Tower, 8 Queen's Road East, Hong Kong.**

##### **Proof of Loss**

Written proof of loss must be given to the Company within sixty (60) 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 one hundred and eighty (180) days will invalidate the claim.

Any loss should be proven with reason. For medical claims, written proof of loss must be accompanied by diagnosis.

##### **Contracts (Rights of Third Parties) Ordinance**

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.

### **Personal Information Collection Statement**

- a) From time to time, it is necessary for you to supply Assicurazioni Generali S.p.A., Hong Kong Branch (the "Company") with data about yourself(ves), policyholder(s), life insured(s), beneficiary(ies), claimant(s), and/or other relevant individuals (the "Personal Data") in connection with the provision of insurance and/or related products and services to you, the processing of claims under insurance policies issued and/or arranged by the Company, and/or the processing of any or all other requests, enquiries and complaints from you.
- b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and/or related products and services to you, process claims under insurance policies issued and/or arranged by the Company, and/or process any or all other requests, enquiries, or complaints from you.
- c) The purposes for which the Personal Data may be used are as follows:
- i) processing (including, without limitation, underwriting) and/or approving applications for insurance and/or related products and services, and any addition, alteration, variation, cancellation, renewal and/or reinstatement of such products and services;
  - ii) administering insurance policies issued and/or arranged by the Company;
  - iii) processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and/or settlement of claims under insurance policies issued and/or arranged by the Company;
  - iv) exercising rights of subrogation, if applicable;
  - v) collection of amounts outstanding (if any) from customers;
  - vi) arranging coinsurance and/or reinsurance in respect of the insurance policies issued and/or arranged by the Company;
  - vii) communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
  - viii) customer services (including, but not limited to, processing enquiries and complaints), marketing, and other related activities;
  - ix) conducting data matching procedures;
  - x) designing insurance and/or related products and services for customers' use;
  - xi) marketing insurance and/or other related products and services of the Company and/or its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company's parent company (hereinafter such affiliated companies are collectively referred to as the "Affiliated Companies"));
  - xii) statistical or actuarial research of the Company, its Affiliated Companies, relevant insurance industry associations or federations, supervisory authority, government department and/or other competent authority;
  - xiii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/or its Affiliated Companies are expected to comply with, including, without limitation, making disclosures of the relevant information; and
  - xiv) fulfilling any other purposes directly relating to (i) to (xiii) above.
- d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/or any other relevant individuals to whom the Personal Data is related:
- i) agents, intermediaries, claims investigation companies, coinsurance companies, reinsurance companies, third party service providers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and/or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/or other services to the Company in connection with the operation of its business;
  - ii) relevant insurance industry associations or federations, and/or members of such industry associations or federations;
  - iii) overseas locations or branches, as appropriate, of the Company and/or its Affiliated Companies;
  - iv) persons to whom the Company and/or its Affiliated Companies are under an obligation to make disclosure under the requirements of any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/or its Affiliated Companies are expected to comply with;
  - v) any court, supervisory authority, government department or other competent authority (including, without limitation, tax authority) under any laws binding on the Company and/or its Affiliated Companies;
  - vi) lawful successors or assigns of the Company; and
  - vii) persons who owe a duty of confidentiality to the Company and/or its Affiliated Companies.
- e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and/or members of such industry associations or federations.
- f) In accordance with the Personal Data (Privacy) Ordinance:
- i) any individual has the right to:
    - A) check whether the Company holds data about him/ her and, if so, obtain a copy of such data;
    - B) require the Company to correct any data relating to him/ her that is inaccurate; and
    - C) ascertain the Company's policies and practices in relation to data and to be informed of the kind of data held by the Company; and
  - ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- g) The person to whom requests for access to data and/or correction of data and/or for information regarding policies and practices and kinds of data held are to be addressed as follows:
- Personal Data Protection Officer,  
Assicurazioni Generali S.p.A. Hong Kong Branch  
21/F, Cityplaza One, 1111 King's Road, Taikoo  
Shing, Hong Kong.
- Use and Provision of Personal Data in Direct Marketing**
- (This section forms part of the Personal Information Collection Statement.)
- 1) The Personal Data, including but not limited to, name, contact details, other products and services portfolio information, transaction pattern and behavior, financial background and demographic information may be used for the purpose of direct marketing:
    - i) insurance and/or other related products and services of the Company and its Affiliated Companies;
    - ii) insurance and/or other related products and services of the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s), proposals, brochures and/or advertising leaflet(s)/ poster(s) for the relevant products and services, as appropriate) and/or third parties selected by the Company;
    - iii) reward, loyalty and/or privileges programs/ plans of the Company, its Affiliated Companies and co-branding partners.
  - 2) The Personal Data may also be provided to the Company's Affiliated Companies, co-branding partners and third party service providers selected by the Company for the purpose set out in paragraph (1) above, including, without limitation, call centres.
  - 3) The Company requires your consent (which includes an indication of no objection) to the use of Personal Data for the purpose set out in this section. If you do not wish the Company to use or provide to other parties the Personal Data for the purpose of direct marketing, you may exercise the opt-out right below or by notifying the Company at any time thereafter.

Please tick ("✓") the boxes below if you do not agree with the following use(s) of the Personal Data in direct marketing.

- ☐ I/ We do not consent to the provision of the Personal Data to the third parties as described herein for the purpose of direct marketing.
- ☐ I/ We do not consent to the use of the Personal Data by the Company for the purpose of direct marketing.

(If you do not tick the boxes but sign below, you will be regarded as having indicated you have no objection (i.e. you consent) to the use or transfer to third parties of the Personal Data for the purpose of direct marketing by the Company.)

Declaration

I/ We confirm that I/ we have read and understood this section. I/ We agree that Assicurazioni Generali S.p.A., Hong Kong Branch ("Generali") may collect, use, store, disclose, transfer and otherwise process my/ our personal data in accordance with the terms of this section. I/ We further confirm that I/ we have obtained the express consent of the life insureds and any other relevant individuals (where applicable) for providing their personal data to Generali for the purpose of direct marketing as stated herein and for allowing Generali to collect, use, store, disclose, transfer and otherwise process such personal data in accordance with the terms of this section.

\_\_\_\_\_(Signature) \_\_\_\_\_(Date)

Note: In case of discrepancies between the English and Chinese versions of this Personal Information Collection Statement, the English version shall prevail.

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info@generalali.com.hk  
generalali.com.hk



## **Amendment of the Policy**

It is hereby noted that the following term will be added in the Policy:

### **Sanction Clause:**

- The Insurer 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 insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade, economic or financial sanctions, laws or regulations of, but without limitation, the European Union, United Kingdom, United States of America, Hong Kong or any other applicable country or territory.
- This Policy excludes the provision of any insurance service, coverage or any benefit in connection with loss, damage or liability resulting from activities that directly or indirectly , involve or benefit the government of Belarus, Crimea, Democratic People's Republic of Korea, Iran, Syria, Cuba and Venezuela, or persons of entities resident or located in Belarus, Crimea, Democratic People's Republic of Korea, Iran, Syria, Cuba and Venezuela. However, this exclusion shall not apply to activities carried out, or service provided, in an emergency for the purposes of safety and/or security or where the related risk has been notified to the insurer and the insurer has confirmed cover for the respective risk in writing.

All other terms and conditions remain unchanged.