

Starr International Insurance (Asia) Limited
Suite1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong
Tel: (852) 3765 5333 Fax: (852) 3765 5501

## **Schedule of Policy**

**Product Type Group Travel Accident Insurance** 

**Policy Number** ATE00000922

Policyholder/Insured The Hong Kong Schools Sports Federation

**Correspondence Address** Room 201, 1/F., 7 Carmel Village Street, Ho Man Tin, Kowloon

**Business Nature Sports Federation** 

**Period of Insurance** 01 Sep 2022 to 31 Aug 2023 (both dates inclusive)

**Beneficiary** Insured Person's estate

**Deposit Premium** HK\$3,000.00

For and on behalf of Starr International Insurance (Asia) Limited

**Authorized Signature** 

(Issue Date: 2 September 2022)



Starr International Insurance (Asia) Limited
Suite1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong
Tel: (852) 3765 5333 Fax: (852) 3765 5501

## **Schedule of Benefits**

<u>No.</u>	<u>Coverage</u>	Sum Insured/person (HK\$)
1	Accidental Death and Disablement (Scale 2)	300,000
2	Medical Expenses	300,000
3	Starr Global Emergency Assistance Services	
	(a) Round-the-clock Hotline Service	Included
	(b) Emergency Medical Evacuation and Repatriation	Actual Cost
	(c) Repatriation Of Remains	Actual Cost
	(d) Hospital Admission Guarantee	40,000
4	(e) Compassionate Visit (i) Hospitalization of Insured Person  • Travel Fare  • Accommodation (HK\$1,000/night) (ii) Death of Insured Person  • Travel Fare  • Accommodation (HK\$1,000/night) (iii) Death of Immediate Family Member  • Travel Fare  (f) Return Of Children (g) Starr Greater China Card Facility  Personal Baggage (HK\$3,000 per item/set/pair)  Baggage Delay	Actual Cost 7,000  Actual Cost 5,000  Actual Cost Actual Cost  Not Covered 3,000  1,000
J	(After 6 hours delay)	1,000
6	Personal Money	2,000
7	Document Loss	5,000
8	Travel Delay and Re-route (Travel Delay: Cash benefit of HK\$300 per 6-hour delay up to HK\$2,000)	8,000
9	Trip Cancellation	3,000



Suite1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong Tel: (852) 3765 5333 Fax: (852) 3765 5501

10	Trip Curtailment	3,000
11	Staff Replacement	3,000
12	Personal Liability	250,000
13	Hospital Cash (Cash benefit: HK\$500/day)	5,000
14	Burns Benefit	100,000
15	Transport Hazards	Not Covered
	<u>E</u>	tension
1	COVID-19 Hospital Cash (cash benefit HK\$300/day)	4,200

## Aggregate Limit . HK\$4,500,000 per accident

The Insurer shall not be liable for any amount in excess of the above stated aggregate limit. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this Policy exceeds such aggregate limit, the Insurer shall not be liable as respects each Insured Person for a greater proportion of the indemnity otherwise payable than the aggregate limit bears to the aggregate amount of all such indemnities.

### **Description of Insured Person**

**Eligible person:** All named officials and amateur athletes of the Insured

Plan 1 – Officials

Plan 2 – Amateur athletes

Eligible period: Subject to Declaration

Stationed Location: Hong Kong

Total no. of insured persons: Subject to declaration

**Annual Trip Pattern** 

Total no. of man trips: Subject to declaration

Average Duration: Subject to declaration

**Destination:** Subject to declaration

**Trip purpose:** Training, meeting, seminar and competition, etc.



Suite1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong Tel: (852) 3765 5333 Fax: (852) 3765 5501

## Memorandum I

The "Age Limit for Insured Person" under "Part VII – General Conditions" of the Policy is deleted and replaced by the following:

The Insurance under this Policy shall cover Insured Person aged between nine (9) and eighty (80) years old.

### Memorandum II

The "Follow-up Medical Treatment Extension" under "Section 2 — Medical Expenses" of "Part I — Description of Coverage" is deleted and replaced by the following:

This Policy extends to cover any follow-up medical expenses incurred within twelve (12) consecutive months of the Insured Person's return to the Stationed Location, provided that the first treatment is sought outside the Stationed Location. We shall also reimburse the Insured Person in respect of any medical expenses paid to a Chinese Medicine Practitioner, Chinese Bonesetter or Acupuncturist subject to a maximum of HK\$200 per visit per day and HK\$4,000 per policy year.



Suite1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong Tel: (852) 3765 5333 Fax: (852) 3765 5501

## Schedule I

## (A) Premium Computation

Deposit Premium: HK\$3,000.00

## (B) Administration Method

- 1. A Master Policy will be issued upon confirmation of cover. A deposit premium\* (non-refundable) is payable by the Policyholder upon issuance of master policy.
- 2. The Policyholder is required to declare to the Insurer prior to the commencement of Trip regarding the Insured Person's name, itinerary and plan no.
- 3. Additional premium shall be made monthly according to the following rate table:

Trip Duration (days)	Premium/person/trip (HK\$)*	
	Plan 1	Plan 2
1 - 7	61	92
8 - 14	106	158
15 - 21	145	217
Each additional week or part	49	74

<sup>\*</sup> Levy on insurance premium imposed by the Insurance Authority of Hong Kong effective 01 Jan 2018 has been included in the premium. For details, you can visit the website of <u>Starr</u> or <u>Insurance Authority</u>.



THIS POLICY EXTENDS TO PROVIDE THE FOLLOWING BENEFIT UP TO THE SUM INSURED STATED IN THE SCHEDULE AND TO THE EXTENT HEREIN LIMITED AND PROVIDED.

## **COVID-19 HOSPITAL CASH**

## Part I - Description of Coverages

If during the period of insurance an Insured Person is first diagnosed to be suffering from Coronavirus Disease (COVID-19) Infection within three (3) days after returning to the Stationed Location upon completion of a Trip, which directly results in the necessity of a Confinement to a Hospital in the Stationed Location, We shall pay the Insured Person a daily benefit of HK\$300 for each day of Confinement subject to a maximum of fourteen (14) days.

#### Part II - Definitions

"Coronavirus Disease (COVID-19) Infection" means infection caused by COVID-19 as defined by the World Health Organisation ("WHO"). The diagnosis must always be supported by a relevant test report. Clinical diagnosis alone does not meet this standard. We shall not pay any benefit if the Insured Person's COVID-19 diagnosis or the signs and symptoms thereof appeared prior to the first day of the Trip.

## Part III - Exclusions

- 1. Any side effect or any complications arising from a vaccination against COVID-19;
- 2. Any act of Insured Person contrary to the law or order by the Government of the Stationed Location; or
- 3. Confinement in an establishment which is not a Hospital as defined in the Policy.

This rider is accepted subject to all terms and conditions set forth above and those of the Policy, except as herein modified.





Whenever you need any information or emergency assistance services, please simply call our 24-hour hotline. Please get you name, policy number and contact phone number ready.

每當你需要任何資訊或緊急支援服務,請致電我們 24 小時的熱線,提供您的**姓名**、保單號碼及聯絡電話。

(852) 2802-8638

## **Major Services**

Travel Assistance
Business Concierge
Medical Assistance
Emergency Medical Evacuation and Repatriation
Hospital Admission Guarantee
Compassionate Visit

## 主要服務

旅遊協助 商務禮賓服務 醫療協助 緊急醫療運送 入院按金 親屬探望



# STARR CORPORATE PROGRAM

## **GROUP TRAVEL ACCIDENT INSURANCE**

In consideration of the payment of premium by the Policyholder and subject to the terms and conditions of the Policy, We hereby insure the Insured Person in the manner and to the extent provided in the Policy.

All periods of insurance shall begin at 12:01a.m., standard time, at the place where the Policy was issued and end in accordance with Part IV of this Policy.

## **TABLE OF CONTENTS**

PART I	DESCRIPTION OF COVERAGE	Page 2
PART II	DEFINITIONS	Page 7
PART III	GENERAL EXCLUSIONS	Page 8
PART IV	TERMINATION OF COVERAGE	Page 8
PART V	PREMIUM PROVISIONS	Page 9
PART VI	CLAIM PROVISIONS	Page 9
PART VII	GENERAL CONDITIONS	Page 10

GTA-062016 Page 1 of 10



### PART I - DESCRIPTION OF COVERAGE

#### SECTION 1 - ACCIDENTAL DEATH AND DISABLEMENT

If during the period of insurance the Insured Person sustains an Injury in the course of a Trip which shall within twelve (12) months from the date of Accident result in death or disablement as listed under the following Compensation Table 1, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of Sum Insured stated in such table.

#### **EXPOSURE**

If during the period of insurance, by reason of any Accident, the Insured Person is unavoidably exposed to the elements in the course of a Trip and as a direct and unavoidable result of such exposure sustain death or disablement within twelve (12) months from the date of Accident, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured stated in Compensation Table 1.

#### DISAPPEARANCE

If during the period of insurance, the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on ground or at sea in which the Insured Person was travelling in the course of a Trip, it shall be presumed that the Insured Person suffered death resulting from an Accident. In such circumstances, We shall pay the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured of Event 1 stated in Compensation Table 1, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate that any such payment shall be refunded to Us if it is later discovered that the Insured Person did not suffer death as a result of the Accident.

#### **EXTENSION**

This section extends to cover any Injury sustained by the Insured Person during the following periods:

- (i) Travelling directly from the Insured Person's place of residence or regular employment to the immigration counter in the Stationed Location within four (4) hours before the scheduled departure time of the Common Carrier in which he/she has arranged to travel for the purpose of starting a Trip; and
- (ii) Travelling directly from the immigration counter in the Stationed Location to the Insured Person's place of residence or regular employment within four (4) hours of the actual arrival time of the Common Carrier in which he/she has arranged to travel for the purpose of completing a Trip.

#### **COMPENSATION TABLE 1**

Compensation	
(Percentage of	f Sum Insured)
100	0%
100	0%
100	0%
100	0%
100	0%
100	0%
100	0%
75	5%
15	5%
50	)%
50	)%
Right Hand	Left Hand
70%	50%
40%	30%
30%	20%
15%	10%
10%	7.5%
7.5%	5%
5%	2%
15	5%
5'	%
3'	%
10	0%
7.5	5%
e Insured Person a benefi	t which shall be calcu
	(Percentage of 10 10 10 10 10 10 10 10 10 10 10 10 10

18. Permanent disablement not falling under Events 8 to 17 above, We shall in Our absolute discretion pay the Insured Person a benefit which shall be calculated by assessing the degree of disablement relative to the above Percentage of Sum Insured.

### PROVISIONS:

- (a) Benefits shall not be payable for more than one Event stated in Compensation Table 1 in respect of the same Accident. Should more than one Event occur from the same Accident, We shall only be liable for the Event with the greater Percentage of Sum Insured.
- (b) In the event the accumulation of total paid-up benefits in respect of one or more Events stated in Compensation Table 1 of the same Insured Person is below one hundred percent (100%) of the Sum Insured, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- (c) The Insured Person's coverage shall be terminated upon occurrence of any loss for which benefit is payable under any one of the above Events 1 to 7 stated in Compensation Table 1.

GTA-062016 Page 2 of 10



- (d) When a limb which had been partially disabled prior to sustaining an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Sum Insured payable shall be determined by Us having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the Loss of or the Permanent Loss of Use of a Limb which was totally disabled prior to the Injury.
- (e) If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 11 to 14 inclusive for the various disabilities of right and left hand shall be transposed.

#### **SECTION 2 - MEDICAL EXPENSES**

If during the period of insurance the Insured Person sustains Injury or suffers from Sickness in the course of a Trip which directly results in the necessity of medical treatment outside the Stationed Location, We shall reimburse the Insured Person in respect of the reasonable and customary costs paid to a Physician or Doctor, Hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment, including the cost of medical supplies and ambulance hire.

#### FOLLOW-UP MEDICAL TREATMENT EXTENSION

This Policy extends to cover any follow-up medical expenses incurred within twelve (12) consecutive months of the Insured Person's return to the Stationed Location, provided that the first treatment is sought outside the Stationed Location. We shall also reimburse the Insured Person in respect of any medical expenses paid to a Chinese Medicine Practitioner, Chinese Bonesetter or Acupuncturist subject to a maximum of HK\$250 per visit per day and HK\$5,000 per policy year.

In no event shall all the reimbursed medical expenses under this section exceed the Sum Insured of Medical Expenses stated in the Schedule for any one Accident or Sickness. If the Insured Person is entitled to a refund of all or part of such expenses from any other source, We shall only be liable for the excess of the amount recoverable from such other source.

#### SECTION 3 - STARR GLOBAL EMERGENCY ASSISTANCE SERVICES

We have appointed an emergency assistance provider (hereinafter called "Starr Global Emergency Assistance") to provide and arrange emergency assistance services 24 hours a day throughout the year whilst the Insured Person is travelling on a Trip.

We shall not be liable to the Insured Person and/or the Policyholder (whether in contract, tort (including negligence) breach of statutory duty or otherwise) arising out of or in connection with the acts or omissions of Starr Global Emergency Assistance arising out of or in connection with the subject matter of this Policy.

### (a) ROUND-THE-CLOCK HOTLINE SERVICE

The Insured Person may contact Our dedicated 24-hour hotline number at (+852) 2802 8638 to obtain immediate access to available services and/or advice in relation to the below services:

### **Travel Assistance**

- Inoculation information
- Consulate and embassy information
- Visa information
- Weather information
- Loss of passport information
- · Currency exchange information
- Flight information
- Emergency travel service arrangements

### **Business Concierge**

- Pre-trip information on travel destination
- Flower and gift delivery
- Golf course information
- Limousine and/or ground transportation information and arrangements

### **Medical Assistance**

- Medical referral service
- Dispatch of essential medication/medical equipment not locally available

### (b) EMERGENCY MEDICAL EVACUATION AND REPATRIATION

If during the period of insurance an Insured Person sustains Serious Injury or suffer from Serious Sickness which directly causes or results in the necessity of emergency medical evacuation in the course of a Trip, Starr Global Emergency Assistance shall arrange and pay for a medically supervised emergency evacuation of the Insured Person to the nearest available Hospital that is appropriately equipped for the particular Serious Injury or Serious Sickness. In the event that the Insured Person's condition stabilizes, Starr Global Emergency Assistance shall arrange and pay for a medically supervised repatriation to his/her Stationed Location for continuous care and proper treatment. Starr Global Emergency Assistance retains the absolute right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation shall be carried out having regard to all the assessed facts and circumstances to which Starr Global Emergency Assistance is aware at the relevant time.

## (c) REPATRIATION OF MORTAL REMAINS

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for the repatriation of the remains or ashes of the Insured Person to his/her Stationed Location.

## (d) HOSPITAL ADMISSION GUARANTEE

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization in the course of a Trip, Starr Global Emergency Assistance shall arrange a hospital admission deposit subject to a maximum of HK\$40,000.

GTA-062016 Page 3 of 10



#### (e) COMPASSIONATE VISIT

#### (i) Hospitalization of Insured Person

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization for at least seven (7) consecutive days in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for the cost of a round trip economy class air ticket and/or other reasonable transportation means for one of the Insured Person's relatives or friends to visit the Insured Person. We shall also reimburse the Insured Person's visitor's associated hotel accommodation expenses, excluding the costs of drinks, meals and other hotel expenses, subject to a maximum of HK\$1,000 per night up to seven (7) consecutive nights.

#### (ii) Death of Insured Person

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or other reasonable transportation means for one Immediate Family Member for handling the necessary funeral arrangement procedures. We shall also reimburse the Immediate Family Member for his/her associated hotel accommodation expenses, excluding the costs of drinks, meals and other hotel expenses, subject to a maximum of HK\$1,000 per night up to five (5) consecutive nights.

### (iii) Death of Immediate Family Member

If during the period of insurance an Immediate Family Member passes away while the Insured Person is in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or any reasonable transportation means for the Insured Person to return to the Stationed Location for taking care of the necessary arrangements.

#### (f) RETURN OF CHILD(REN)

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness in the course of a Trip which results in the necessity of hospitalization overseas, leaving his/her Child(ren) unattended, Starr Global Emergency Assistance will arrange and pay for a single trip economy class air ticket(s) and/or other reasonable transportation means for sending the Child(ren) back to the Stationed Location with an appropriate escort, if necessary.

### (g) STARR GREATER CHINA CARD FACILITY

Upon request of the Policyholder, We shall issue to the Insured Person a Starr Greater China Card, which entitles an Insured Person to deposit-free inpatient admission at a Hospital in the Greater China Region as set out in this section. If an Insured Person holds a Starr Greater China Card and during the period of insurance sustains Injury or suffers from Sickness in the course of a Trip in the Greater China Region (PRC, Hong Kong, Macau and Taiwan) which results in the necessity of Confinement in a Hospital, such Insured Person or his/her representative may contact Our 24-hour hotline number at (+852) 2802 8638 for deposit-free inpatient admission. The Insured Person or his/her representative making such call shall provide the name of Insured Person and Policyholder, Policy number and Policy expiry date for identification purposes. Starr Global Emergency Assistance shall guarantee to the Hospital the amount of the admission deposit and/or settle any medical expenses upon the Insured Person's discharge if We are liable to pay for such medical expenses subject to the terms and conditions of the Policy and receipt of a letter of undertaking signed by the Insured Person or his/her representative confirming that, in the event that We are not liable to pay for such medical expenses, the Insured Person shall repay to Us the full amount of the medical expenses within thirty (30) days from the date on which the Insured Person was advanced such sums.

### **PROVISIONS FOR SECTION 3**

- (a) Any service rendered without the authorization and/or intervention of Starr Global Emergency Assistance is not covered.
- (b) Any service rendered by another party apart from Starr Global Emergency Assistance is not covered.
- (c) If the Stationed Location is one of the Greater China Region, clause (g) under this section is inapplicable in such Stationed Location.
- (d) A Starr Greater China Card will only be given to the named Insured Person if cover is required. If such card is misplaced or lost, We shall re-issue the card upon the request and payment by the Insured Person of the cost of replacing the card.
- (e) If the Starr Greater China Card is misused or given by the Insured Person to any person who is not a named Insured Person and We and/or Starr Global Emergency Assistance suffer any loss as a result, the Policyholder or the named Insured Person shall indemnify Us and/or Starr Global Emergency Assistance for all losses suffered, expenses incurred and/or payments made.

## SECTION 4 - PERSONAL BAGGAGE

If during the period of insurance an Insured Person sustains accidental loss of or damage to his/her personal baggage being carried in the course of a Trip, We shall indemnify the Insured Person for such loss or damage subject to the maximum Sum Insured stated in the Schedule.

### **PROVISIONS FOR SECTION 4**

- (a) Loss of or damage to any personal baggage due to moth, vermin, wear and tear, atmospheric or climatic conditions, gradual deterioration, mechanical or electrical failure, any process of cleaning, restoring, repairing, alteration, confiscation or detention by customs or any other authority are not covered.
- (b) Loss of or damage to any business goods or sample, software, antiques, jewellery not worn by the Insured Person, artificial teeth or limbs, money, securities, tickets or documents, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, contact lens, spectacles, denture, prosthesis, brittle or fragile items are not covered.
- (c) Loss or damage to hired or leased equipment or any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the same Common Carrier carrying the Insured Person at the same time are not covered.
- (d) An Insured Person shall take all reasonable and necessary precautions for the safety of all of his/her personal baggage and, any unexplained loss or damage to any personal baggage which was left unattended in any Common Carrier or public place is not covered.
- (e) An Insured Person must report to the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurred, or report to the Common Carrier Operator if the loss or damage occurred in transit, within twenty-four (24) hours of the occurrence. All supporting documentation from the Common Carrier Operator or the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurred must be submitted when the Insured Person makes a claim.
- (f) We shall be entitled to take and keep possession of the lost or damaged personal baggage and to deal with salvage at Our absolute discretion.
- (g) The indemnity for each item/set/pair of article and laptop computer including its accessories shall be limited to the maximum amount stated in the Schedule.

GTA-062016 Page 4 of 10



- (h) We shall only be liable to indemnify the Insured Person for a reasonable proportion, as determined by Us, of the total value of the set or pair where the lost or damaged article is part of a set or a pair.
- (i) We shall make payment subject to allowance for reasonable wear, tear and depreciation in respect of articles more than one year old.
- (j) Any loss claimed under Section 5 Baggage Delay arising from the same cause is excluded.

#### SECTION 5 - BAGGAGE DELAY

If during the period of insurance an Insured Person's checked-in baggage is delayed or temporarily mislaid on delivery by the Common Carrier Operator in the course of the Insured Person's Trip for more than the defined hours stated in the Schedule from the actual arrival time, We shall indemnify the Insured Person for any reasonable expenses incurred by the Insured Person in purchasing essential items of clothing and toiletries subject to the maximum Sum Insured stated in the Schedule.

#### **PROVISIONS FOR SECTION 5**

- (a) This benefit is not applicable when an Insured Person is on his/her way back to the Stationed Location.
- (b) The delay must be certified by the Common Carrier Operator.
- (c) Unexplained delay, delay due to confiscation or detention by customs or any other authority, or delay of any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the Common Carrier carrying the Insured Person at the same time are not covered.
- (d) Original receipts must be produced by an Insured Person showing details of the expenditures when a claim arises.
- (e) Any loss claimed under Section 4 Personal Baggage arising from the same cause is excluded.

#### SECTION 6 - PERSONAL MONEY

If during the period of insurance an Insured Person sustains loss of cash, signed traveller's cheque(s) or money order as a direct result of theft, robbery or burglary in the course of a Trip, We shall indemnify the Insured Person for such loss subject to the maximum Sum Insured stated in the Schedule.

#### PROVISIONS FOR SECTION 6

- (a) An Insured Person must report to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) 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.
- (c) The indemnity for loss of cash shall be limited to the maximum amount stated in the Schedule.

#### **SECTION 7 - DOCUMENT LOSS**

If during the period of insurance an Insured Person sustains loss of his/her Hong Kong Identity Card, passport, entry visa or other travel documents that are necessary for immigration clearance in the course of a Trip, We shall reimburse the Insured Person for: (i) the replacement cost of the lost document; and (ii) additional reasonable travel and hotel accommodation expenses necessarily incurred for the arrangement of replacing the lost document, subject to the maximum Sum Insured stated in the Schedule.

## PROVISIONS FOR SECTION 7

- (a) An Insured Person must report to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) Travel expenses are limited to economy class if by air or train and hotel accommodation is limited to HK\$1,500 per day up to a maximum of five (5) consecutive days.
- (c) Loss of any travel document or visa which is not needed to complete the particular Trip of the occurrence is excluded.
- (d) Unexplained loss, mysterious disappearance or loss due to confiscation or detention by customs or any other authority are excluded.

### **SECTION 8 - TRAVEL DELAY AND RE-ROUTE**

In the event of either the actual departure or arrival time of the Common Carrier in which an Insured Person has arranged to travel is delayed from the scheduled departure or arrival time respectively specified in the original itinerary due to a sudden outbreak of strike, riot, civil commotion, hijack, adverse weather, natural disaster or mechanical fault of the Common Carrier, We shall pay a cash benefit per each of the defined hours of delay up to the Travel Delay limit stated in the Schedule.

If as a result of the said delay, the Common Carrier is cancelled or delayed for over forty-eight (48) hours from the time specified in the original itinerary, We shall indemnify an Insured Person for additional traveling expenses necessarily incurred for re-routing his/her itinerary to reach the original destination subject to the maximum Sum Insured stated in the Schedule.

### **SECTION 9 - TRIP CANCELLATION**

We shall indemnify the Insured Person for the loss of travel fare and/or accommodation expenses paid in advance for which he/she is legally liable and which is not recoverable from any other source consequent upon the cancellation of the Trip necessitated by any of the following occurring within thirty (30) days (except c, d and e below) before the commencement of a Trip subject to the maximum Sum Insured stated in the Schedule:

- (a) Unanticipated death, Serious Injury, Serious Sickness, witness summons, compulsory quarantine or jury service of an Insured Person;
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person's Immediate Family Member, travel companion or co-partner;
- (c) Unanticipated outbreak of strike, riot or civil commotion, natural disaster, adverse weather conditions or Infectious Disease at the planned destination arising within one (1) week before the departure date;
- (d) Serious damage to the Insured Person's residence in the Stationed Location from fire or flood within one (1) week from the departure date which requires the Insured Person's presence in the premises on the departure date; or
- (e) Unanticipated issuance of a Black Alert for the city or country where the Insured Person planned to travel within one (1) week from the departure date.

### **SECTION 10 - TRIP CURTAILMENT**

We shall indemnify the Insured Person for (i) any additional travel fare and/or accommodation expenses; and (ii) any loss of travel fare and/or accommodation expenses forfeited by the Insured Person which are not recoverable from any other source and consequent upon his/her return to the Stationed Location necessitated by any of the following after the commencement of a Trip subject to the maximum Sum Insured stated in the Schedule:

GTA-062016 Page 5 of 10



- (a) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person;
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person's Immediate Family Member, travel companion or co-partner;
- (c) Unanticipated outbreak of strike, riot or civil commotion, natural disaster, adverse weather conditions or Infectious Disease at the planned destination which will prevent the Insured Person from continuing with his/her Trip; or
- (d) Unanticipated issuance of a Black Alert for the city or country where the Insured Person is travelling.

This coverage is effective only if the expenses are incurred before the Insured Person became aware of any of the above circumstances, which could lead to the disruption of his/her particular Trip.

#### **SECTION 11 - STAFF REPLACEMENT**

If during the period of insurance an Insured Person sustains Serious Injury or suffers from Serious Sickness in the course of a Trip which directly causes or results in his/her discontinuance or cancellation of the Trip, We shall indemnify the Policyholder for any reasonable travel fare and/or accommodation expenses necessarily incurred in sending a substitute person to complete or to fulfill the purpose of the original Insured Person's Trip subject to the maximum Sum Insured stated in the Schedule.

#### SECTION 12 - PERSONAL LIABILITY

We shall indemnify the Insured Person for any legal costs incurred under any of the following circumstances due to his/her negligence in the course of a Trip subject to the maximum Sum Insured stated in the Schedule on the condition that the Insured Person does not offer or promise payment or admit fault to any third party, and/or become involved in any litigation without Our written approval:

- (a) Accidental death or Injury to any person; or
- (b) Accidental loss of or damage to the property of any person.

#### **PROVISIONS FOR SECTION 12**

We shall not be liable for the following:

- (a) Damage to the property of or to any person who is an Immediate Family Member, an employee or is deemed by law to be an employee of the Insured Person;
- (b) Damage to property which belongs to the Insured Person or is in his/her care, custody or control;
- (c) Damage relating to any liability assumed by the Insured Person under contract;
- (d) Damage relating to the willful, malicious, or unlawful act on the part of the Insured Person;
- (e) The ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals;
- (f) The undertaking of any trade, business or profession;
- (g) Any criminal proceedings; or
- (h) Any liability which has been admitted or settled by the Insured Person.

### **SECTION 13 - HOSPITAL CASH**

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness in the course of a Trip which directly results in the necessity of a Confinement in an overseas Hospital, We shall indemnify the Insured Person a daily benefit for each day of Confinement subject to the maximum Sum Insured stated in the Schedule.

One day of Confinement shall mean the Hospital makes a charge for room & board for the treatment of Injury or Sickness, and successive periods of Confinement due to the same or related causes shall be considered as one Accident or Sickness unless separated by at least ninety (90) consecutive days during which the Insured Person is not confined to a Hospital as a result of such Accident or Sickness.

### **SECTION 14 - BURNS BENEFIT**

If during the period of insurance an Insured Person sustains an Injury in the course of a Trip and is diagnosed by a Physician or Doctor to have suffered any of the Burn Events listed under the following Compensation Table 2, We shall pay the Insured Person a benefit in accordance with the Percentage of Sum Insured for the Burn Events stated in Compensation Table 2.

### **COMPENSATION TABLE 2**

Burn Event	Compensation	
Second Degree or Third Degree Burns	(Percentage of Sum Insured)	
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%	

### **PROVISIONS FOR SECTION 14**

Benefits shall not be payable for more than one of the above Burn Events in respect of the same Accident. Should more than one of the above Burn Events occur from the same Accident, We shall only be liable for the Burn Event with the greater Percentage of Sum Insured.

## **SECTION 15 - TRANSPORT HAZARDS**

If during the period of insurance the Insured Person sustains an Injury while travelling as a fare paying passenger in any Common Carrier in the course of a Trip which shall within twelve (12) months from the date of Accident result in death or disablement as listed under the Compensation Table 1, We shall pay the Insured Person a benefit in accordance with the Percentage of Sum Insured stated in such table.

## EXTENSION

This section extends to cover any Injury sustained by an Insured Person while travelling as a fare paying passenger in any Common Carrier during the following periods:

(i) Travelling directly from the Insured Person's place of residence or regular employment to the immigration counter in the Stationed Location within four (4) hours before the

GTA-062016 Page 6 of 10



scheduled departure time of the Common Carrier in which he/she has arranged to travel for the purpose of starting a Trip; and

(ii) Travelling directly from the immigration counter in the Stationed Location to the Insured Person's place of residence or regular employment within four (4) hours of the actual arrival time of the Common Carrier in which he/she has arranged to travel for the purpose of completing of a Trip.

#### PART II - DEFINITIONS

"Accident" means an unforeseen and involuntary event which caused Injury.

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

#### "Activities of Daily Living" means:

- (a) Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (b) Dressing the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Mobility the ability to move indoors from room to room on level surfaces;
- (e) Toileting the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (f) Feeding the ability to feed oneself once food has been prepared and made available.
- "Anniversary Date" means each anniversary of the Policy's effective date stated in the Schedule.
- "Black Alert" means the travel alert issued by the Security Bureau of the Hong Kong SAR Government under the Outbound Travel Alert (OTA) System.
- "Child(ren)" means unmarried and unemployed child(ren), aged below eighteen (18).
- "Chinese Medicine Practitioner, Chinese Bonesetter or Acupuncturist" means any Chinese medicine practitioner, Chinese bonesetter or acupuncturist 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, Chinese bonesetter or acupuncturist who is the Insured Person, Immediate Family Member of the Insured Person or someone living in the same household as the Insured Person.
- "Civil War" means an internecine war, or a war carried on between or among opposing citizen of the same country or nations.
- "Common Carrier" means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.
- "Common Carrier Operator" means a company or an individual that operates a Common Carrier and is licensed to carry passengers for hire.
- "Confined" or "Confinement" means admitted in a Hospital for medical treatment due to an Injury or Sickness upon the recommendation of a Physician or Doctor and continuously stays in the Hospital prior to his/her discharge from the Hospital. Confinement will be evidenced by the daily room and board charged by the Hospital.
- "Fractured Leg or Patella with Established Non-Union" means a complete break into two pieces of the patella or leg bone where:
- (a) the patella or leg bone does not mend properly such that it cannot function normally; and
- (b) this condition is diagnosed to last for the remainder of the Insured Person's life.
- "Hospital" means an establishment which meets all the following requirements:
- (a) holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); and
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; and
- (c) provides 24-hour a day nursing services by registered or graduated nurses; and
- (d) has a staff of one or more Physician or Doctor(s) at all times; and
- (e) provides organized facilities for diagnosis and major surgical facilities; and
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for alcoholics or drug addicts.

"Immediate Family Member" means the Insured Person's spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal quardian

- "Infectious Diseases" mean any kinds of infectious diseases which are publicly announced and require quarantine by the government.
- "Injury" means bodily injury which is solely caused by an Accident and independently of any other cause.
- "Insured Person" means the person(s) insured in the Schedule or subsequently endorsed hereon.
- "Loss of Thumb(s) / Finger(s) / Toe(s)" means complete severance through or above the metacarpophalangeal or metatarsophalangeal joints.
- "Loss of Hearing" means total and irrecoverable loss of hearing.
- "Loss of Limb" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- "Loss of Sight" means the entire and irrecoverable loss of sight.
- "Loss of Speech" means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds, or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- "Loss of Use of Limb(s) / Thumb(s) / Finger(s) / Toe(s)" means total functional disablement of any limb, thumb, finger or toe and is treated like the total loss of said limb, thumb, finger or toe
- "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 Syndrome (AIDS).
- "Opportunistic Infection" shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).
- "Percentage of Sum Insured" means the Percentage of Sum Insured stated in Compensation Table 1 and/or Compensation Table 2 of Part I herein.
- "Permanent" means lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement as certified by a Physician or Doctor.
- "Permanent Total Disablement" means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, the Insured Person is totally and permanently disabled and prevented from engaging in occupation or employment for compensation or profit for which he/she is reasonably qualified by reason of his/her education, training or experience; or if he/she has no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform his/her Activities of Daily Living of like age and sex. Such disability has to continue for a period of twelve (12) consecutive months and certified by a Physician or Doctor to be total, continuous and permanent for the remainder of his/her life.
- "Physician or Doctor" means any person qualified by degree in western medicine and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and surgical service, but excluding the Insured Person, an Immediate Family Member or someone living in the same household as the Insured Person.
  "Policy" means this Policy and any other documents stated in Entire Contract of Part VII herein.

GTA-062016 Page 7 of 10



"Policyholder/Insured" means a company(ies) named in the Schedule as Policyholder/Insured.

"Pre-existing Condition" means the condition for which the Insured Person received or was recommended by a Physician or Doctor for any treatment, diagnosis, consultation or prescribed drugs, or the signs or symptoms of which the insured person was aware or should reasonably have been aware within twelve (12) consecutive months immediately prior to the first day of the Trip.

"Schedule" means the Schedule attached to and incorporated in this Policy.

"Second Degree Burn" means both the epidermis and the underlying dermis are damaged caused by heat, electricity, chemicals, light or radiation.

"Serious Injury or Serious Sickness" means injury or sickness which requires treatment by a Physician or Doctor and which results in the Insured Person being certified by that Physician or Doctor as having a life threatening condition and being unfit to travel or continue with his/her Trip. When Serious Injury or Serious Sickness is applied to the Immediate Family Member, travel companion or co-partner, it means injury or sickness which requires treatments by a Physician or Doctor and which results in the Immediate Family Member, travel companion or co-partner being certified by that Physician or Doctor as having a life threatening condition which leads to the discontinuation or cancellation of the Insured Person's Trip.

"Sickness" means illness or disease first contracted and commenced by the Insured Person during the Trip that requires treatment by a Physician or Doctor.

"Stationed Location" means a country, province or city in where the Insured Person resides. Such location should be stated in the Policy and subject to prior declaration and Our approval.

"Sum Insured" means the amount of sum insured stated in the Schedule.

"Terrorist" or "Member of a Terrorist Organization" means 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" means an act including but not limited to the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

"Third Degree Burn" means full thickness skin destruction caused by heat, electricity, chemicals, light or radiation,

"Trip" means a journey taken by an Insured Person outside the Stationed Location assigned by or at the direction of the Policyholder for business purposes. The journey shall be deemed to commence when the Insured Person arrives at the immigration counter in the Stationed Location; and cease when he/she returns to the immigration counter in the Stationed Location. Any personal deviation during and/or immediately before/after such journey is also included subject to not exceeding one hundred and eighty (180) days for the whole journey. In the event there is no immigration counter at the Stationed Location, such journey shall be deemed to commence when the Insured Person leaves the boundary of the Stationed Location; and ceases when he/she returns to the boundary of the Stationed Location. However any daily travel between the place of residence and place of regular employment should not be considered as a journey.

"War" means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

"We, Us, Our" means Starr International Insurance (Asia) Limited.

### PART III - GENERAL EXCLUSIONS

We shall not pay under any section of this Policy for loss arising directly or indirectly as a result of or in connection with:

- 1. War, Civil War, invasion, insurrection, revolution, use of military power or usurpation of government or military power, direct participation in strike, riot and civil commotion;
- 2. Nuclear risks of any nature; radioactive, nuclear pollution or contamination exposure;
- 3. Any prohibition or regulations by any government; confiscation, detention, destruction by customs or other authorities;
- 4. An Insured Person who is a Terrorist or a Member of a Terrorist Organization; any illegal or unlawful act by the Insured Person;
- 5. An Insured Person not taking all reasonable efforts to avoid Injury or to minimize any claim under this Policy;
- 6. Riding or driving in any kind of motor racing, competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as a source of income;
- 7. Any loss which has connection with the effects of alcohol or drugs other than those prescribed by a Physician or Doctor;
- 8. Suicide or attempted suicide or intentional self-injury, or self-exposure to needless peril;
- 9. Any medical treatment received in the course of a Trip which was made for the purpose of receiving medical treatment (need not be the sole purpose); or the Trip was undertaken while the Insured Person was unfit to travel or against the advice of a Physician or Doctor;
- 10. Any Pre-existing Condition, cosmetic, plastic or any elective surgery; surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs, congenital or heredity disease or defect, congenital anomalies or any complications or conditions arising therefrom;
- 11. Health check-ups or any investigation(s) not directly related to admission diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary;
- 12. Insured Person's expenses incurred relating to the cost of prosthesis, contact lens, spectacles, hearing aids, dentures and other medical equipment; or any expenses incurred relating to dental or optical treatment unless such costs are necessarily incurred due to an Accident;
- 13. Psychosis, sleep disturbance disorder, mental or nervous disorders, pregnancy, miscarriage or childbirth;
- 14. AIDS or any Injury or Sickness commencing in the presence of a seropositive test for HIV and related diseases and/or sexually transmitted disease;
- 15. An Insured Person engaging in naval, military or air force service or operations; armed force service;
- 16. Piloting or serving as a crewmember or riding in any aircraft except as a fare paying passenger on a regularly scheduled airline; or
- 17. Any loss which occurs while the Insured Person is in the Republic of Iraq or the Islamic Republic of Afghanistan.

## PART IV - TERMINATION OF COVERAGE

We may terminate this Policy at any time during the period of insurance by giving thirty (30) days' prior notice in writing to the last known address of the Policyholder or its insurance broker. In the event of such termination, We shall return promptly the pro-rata premium to the Policyholder. However, no notice of termination is required from Us in the event of the occurrence of one or more of the following and this Policy shall be automatically terminated forthwith:

- (a) non-payment of any premium;
- (b) fraud, material misrepresentation or non-disclosure on the part of the Policyholder, the Insured Person or its insurance broker;
- (c) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.

The Policyholder may cancel this Policy by giving Us not less than thirty (30) days' prior written notice. Upon termination by the Policyholder, premiums shall be computed in

GTA-062016 Page 8 of 10



accordance with the applicable percentage indicated below, but in no event less than Our customary minimum premium:

Covered Period	Retentive Percentage of Annual Premium
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

#### PART V - PREMIUM PROVISIONS

#### PREMILIM

The premiums for this Policy will be based on the rates currently in force in the application or agreed in the quotation slip, the plan and the coverage and amount of insurance in effect. However, We reserve the right to change rates at any time if any of the following events take place during the period of insurance:

- (a) The terms of the Policy change;
- (b) A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy;
- (c) There is a change in the factors bearing on the risk assumed;
- (d) There is a misrepresentation in the information We relied on in establishing the premium rate;
- (e) Any law or regulation is amended to the extent it affects Our benefit obligation.

#### PAYMENT OF PREMIUM

The first premium is due on the Policy's effective date. After that, premiums will be due annually on the Anniversary Date unless We agree with the Policyholder on some other method of premium payment. If any premium is not paid when due, the Policy will be canceled as of the premium due date, except as provided in the Policy Grace Period section as described below

#### **POLICY GRACE PERIOD**

A Policy grace period of thirty-one (31) days shall be granted following the expiry date of the Policy for the payment of the required premiums. The Policy shall remain in force during the grace period. If the required premiums are not paid, insurance shall end upon the expiration of the grace period. The Policyholder shall be liable to Us for any unpaid premium for the time the Policy was in force.

## PART VI - CLAIM PROVISIONS

#### OBLIGATION

The following clauses in this section of the Policy shall be deemed condition precedents to Our liability to make any payment under this Policy.

### TIME OF NOTICE OF CLAIM

Written notice of a claim must be given to Us within thirty (30) days after occurrence of any Accident or other event that might give rise to a claim under this Policy. However immediate notice must be given to Us in the event of accidental death.

## FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, shall furnish to the claimant such forms as are usually furnished by Us for filling proof of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting within the time fixed in this Policy for filling proof of loss, written proof covering the occurrence, character and extent of the loss for which a claim is made. All certificates, information and evidence required by Us shall be furnished at the expense of the Insured Person/claimant or his legal personal representatives and shall be in such form and of such nature as We may prescribe.

### SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Insured Person given to Us or to Our general agent, with particulars sufficient to identify the Insured Person shall be deemed to be notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it is shown that it was not reasonably practicable to give such notice and that notice was given as soon as was reasonably practicable.

### **CLAIMANT COOPERATION PROVISION**

Failure of the claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to Us at Our said office in case of a claim within ninety (90) days after the date of such loss. If it is shown that it was not reasonably practicable to give such notice within such time, such proof must be furnished as soon as reasonably practicable and in any event within one year after the date of such loss.

### LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this insurance, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the laws of Hong Kong, such limitation is hereby extended to agree with the minimum period permitted by such laws.

### PHYSICAL EXAMINATION AND AUTOPSY

We reserve the right to have a Physician or Doctor examine the Insured Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We shall pay the cost of the examination or autopsy.

### FRAUDULENT CLAIMS

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy, this Policy shall immediately become terminated and all benefit in respect of such claims shall be forfeited from the date on which the fraudulent claim is proffered.

### RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by Us or for a medical claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, We reserve the right to recover the said sum or excess from the Insured Person.

### **SUBROGATION**

In the event of any payment under this Policy, We shall be subrogated to all 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. The Insured Person shall take no action after the loss to

GTA-062016 Page 9 of 10



prejudice such rights.

#### **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 this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

#### **PART VII - GENERAL CONDITIONS**

#### ENTIRE CONTRACT

The Policy, Schedule, applications, endorsements and attachments (if any) shall constitute the entire contract of insurance. No statement made by the Policyholder not included herein shall avoid the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this insurance or to waive any of its provisions. No change in this insurance shall be valid unless approved by Us and endorsed hereon.

#### AGE LIMIT FOR INSURED PERSON

The insurance under this Policy shall cover Insured Person aged between eighteen (18) and seventy (70) years old.

#### GEOGRAPHICAL LIMIT AND OPERATIVE TIME

Insurance provided under this Policy shall apply twenty-four (24) hours a day anywhere in the world in the course of a Trip unless endorsed or amended by Us.

#### **FOREIGN SANCTIONS**

Subject to the terms and conditions of the Policy, this Policy applies anywhere in the world unless specifically limited by Us through endorsement, or where coverage would be prohibited under any law or regulation that is applicable to Us at the inception of this Policy or becomes applicable at any time thereafter because it breaches any embargo or sanction, or because the Insured Person or any beneficiary under this Policy is designated a "Specially Designated National" (SDN) by the US Office of Foreign Assets Control (OFAC). In circumstances, where it is lawful for Us to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach any embargo or sanction, including but not limited to OFAC and/or the US Department of Commerce, then We will take reasonable measures to obtain the necessary authorization to make such payment. This Policy does not apply to the extent that any trade or economic sanctions laws, regulations or designations or other laws or regulations prohibit Us from offering or providing insurance. To the extent that any such prohibitions apply, the coverage will not be made effective, no benefit will be provided, We shall have no liability whatsoever and this Policy shall be void ab initio.

### RIGHTS OF THIRD PARTIES

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

### TO WHOM INDEMNITIES PAYABLE

Any indemnity paid for loss of life shall be payable to the Insured Person's estate. All other indemnities shall be payable to the Insured Person.

#### **ASSIGNMENT**

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at the Starr International Insurance (Asia) Limited, Suite 1901, 19/F, Central Plaza 18 Harbour Road, Wanchai, Hong Kong and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

## REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premium, it may be reinstated with Our approval. Benefits shall not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy had lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

### **RENEWAL CLAUSE**

This Policy shall be renewable from the Anniversary Date with Our consent by payment of premium in advance at Our premium rate in force at the time of renewal. However, We reserve the right to make adjustment on the premium rates, benefits, terms and conditions of this Policy or not invite renewal at Our discretion.

### **EXAMINATION OF RECORDS AND AUDIT**

We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within two (2) years after the termination of the Policy as they relate to the premiums or subject matter of this insurance.

### OTHER INSURANCE

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance, provided that the benefit of Accidental Death and Disablement, Travel Delay, Hospital Cash and Transport Hazards shall not be limited by the foregoing limitation.

### **GOVERNING LAW**

This Policy is subject to the laws of Hong Kong and the parties hereto agree to submit to the jurisdiction of the courts of Hong Kong.

### **CLERICAL ERROR**

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.

### **DATA PRIVACY**

The Insured Person hereby agrees that any personal information collected or held by Us is provided and may be held, used and disclosed by Us to individuals/organizations associated with Us or to any selected third party (within or outside Hong Kong) for the purposes of processing any claim under this Policy and providing subsequent services for this and other financial products and services, direct marketing, data matching and communicating with him/her for such purposes. If he/she does not wish to receive any direct marketing materials or calls, or wish to request access to and/or correction of any personal information held by Us concerning himself/herself, he/she should write to Our Data Privacy Officer at Room 1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong.

GTA-062016 Page 10 of 10