

POLICY DOCUMENT

(effective April 1, 2010)

INTRODUCTION

This Policy is issued in consideration of the payment of the premiums specified herein and in reliance on the statements contained in the Application, which forms the basis and a part of this Policy.

The Company will pay benefits in accordance with and subject to the terms of this Policy.

14-Day Free Look: The Policyholder may return this Policy to the Company for cancellation within fourteen days after receipt for a full refund of the premiums paid.

TERMS & CONDITIONS

1. DEFINITIONS

1.1 In this Policy, the following words and expressions shall have the following meanings unless the context otherwise requires:-

“Accident” means an event

- (a) occurring entirely beyond the Insured Person’s control and is caused by violent, external and visible means; and
- (b) happens while the Insured Person is covered under this Policy.

“Anaesthetist” means a physician who specializes in anaesthesiology and is registered to practice anaesthesiology under the relevant laws and regulations of the country in which he practices.

“Application” means the application form signed by the Policyholder and, if the Insured Person is different from the Policyholder, by each Insured Person whereby the Policyholder applied for each Insured Person to be covered under this Policy and which application form forms part of this Policy.

“Attending Physician” means the Physician responsible for the medical treatment of an Illness of an Insured Person. The Attending Physician may not be the Insured Person, a Family Member, or a Travelling Companion.

“Benefits Schedule” means the benefits schedule attached to this Policy.

“Bonesetter” means a person who specializes in bone-setting and is licensed or registered to practice bone-setting under the relevant laws and regulations of the country in which he practices.

“Carrier” means a transportation company or transport undertaking whose principal business is the carriage by air, sea or land of passengers and/or cargo for hire or reward and which is duly licensed or certified in all jurisdictions in which such business is carried on for such purposes.

“Child” means a person who is a minor under the laws of his Country of Residence or a full-time student of not more than 23 years of age.

“Chinese Medicine Practitioner” means a person licensed or registered to practice Chinese medicine under the relevant laws and regulations of the country in which he practices.

“Close Business Partner” means a business associate that has a share in the Insured Person’s business.

“Co-insurance” means other insurance or other benefits which pay or are payable in respect of any claims hereunder.

“Company” means Pacific Cross Insurance Company Limited.

“Congenital Condition” means a physical or mental abnormality

- (a) existing at the time of birth; or
- (b) manifesting within six months from the date of birth.

“Cosmetic Surgery” means re-constructive surgery or surgery which is not medically necessary or which is performed principally to improve or with the principal objective of improving the appearance of a person or which the person concerned considers or believes will improve his appearance and includes any surgery necessary for psychological reasons, adaptation and personal satisfaction in respect of a Disability covered under this Policy.

“Country of Residence” means the country in which the Insured Person or a Child, as applicable, is resident and which is declared on the Application unless otherwise endorsed in the rider issued by the Company as the Country of Residence.

“Custodial Care” means

- (a) care provided mainly for personal needs, comfort or convenience that is provided by persons with or without specialized medical training or skills; or
- (b) care provided mainly to maintain, rather than improve the medical condition of a person as a prophylaxis precaution for a physical or mental function or to provide a protected environment.

“Deductible” means an amount as stipulated in the Benefits Schedule to be deducted from the benefits payable in respect of any Eligible Expenses in each Policy Year.

“Dentist” means a person qualified by degree and licensed or registered to practice dentistry under the relevant laws and regulations of the country in which he practices.

“Disability” means an Illness or Injury, and any symptoms, sequelae or complications thereof, and in the case of Injury includes all Injuries arising from the same event or series of contiguous events.

“Eligible Expenses” means medical expenses for treatments and services, which are medically necessary for the treatment of a Disability.

“Eligible Person” means

- (a) a person who is not a Child; or
- (b) a Child who has a parent who is or will become an Insured Person.

“Emergency” means a bona fide situation where there is a sudden change in an Insured Person’s state of health, which requires urgent medical or surgical intervention to avoid imminent danger to his life or health.

“Grace Period” means the period of thirty (30) days commencing from the date on which the relevant payment is due.

“Herb” means a plant whose leaves are used as a medicine for and are required for the treatment of an Illness or Injury covered under this Policy and which is prescribed by a Herbalist or Chinese Medicine Practitioner for the treatment of such Illness or Injury.

“Herbalist” means a person who grows or sells Herbs and who is licensed, registered or authorized under the relevant laws and regulations in the country in which he carries on such activities to grow or sell such Herbs.

“Hospital” means a place which is licensed, registered or authorized under the relevant laws and regulations of the country in which it is situated as a medical or surgical hospital and whose main functions are not those of a spa, a hydro-clinic, a place for persons with mental or nervous disorders, a clinic or facility for nursing, rest or convalescence, a home for the aged or a place for alcoholics or drug addicts. The Hospital must be under the constant supervision of a resident Physician.

“Illness” means a sickness or disease marked by a pathological deviation from the normal healthy state:-

- (a) beginning or occurring after thirty (30) days from the Policy Effective Date; and
- (b) which requires treatment by a Physician, Specialist or Surgeon; and
- (c) which is covered by this Policy.

“Immediate Family Members” means an Insured Person’s legal spouse, children (natural or adopted), siblings, siblings-in-law, parents, parents-in-law, grandparents, grandchildren, legal guardian, stepparents or stepchildren.

“Injury” means a bodily injury (which for the avoidance of doubt excludes psychiatric conditions) arising wholly and exclusively from an Accident which independently of all other causes directly results in loss covered by this Policy.

“Inpatient” means an Insured Person who suffers a Disability and who is admitted to Hospital for the treatment of that Disability and occupies a Hospital bed in connection therewith for a continuous period of not less than 18 hours.

“Insured Person” means any one of the persons named in the Policy Schedule as an Insured Person.

“Medicines and Drugs” are any medicines or drugs (other than those which are experimental or unproven) prescribed by a Physician which are specifically required for the treatment of a Disability.

“Miscellaneous Charges” means expenses required for laboratory tests, x-rays, professional fees, private nurse fees, medicines and drugs, blood and plasma, wheelchair rentals, outpatient surgery, surgical appliances and devices, and intra-operative standard prosthetic devices.

“Normal, Usual and Customary Charges” means a reasonable charge, which is

- (a) usual and customary when compared with the charges made for similar services and supplies in the locality of the Insured Person; and
- (b) made to persons having similar medical conditions in the locality of the Insured Person.

“North America” means Canada, United States of America, Mexico and the Caribbean Islands.

“Optional Benefit” means a benefit included in this policy document which is included at the option of the Policyholder with the agreement of the Company and in respect of which the relevant rider is attached to this policy document and which is described as an affirmed benefit and for which additional premiums are payable to the Company.

“Period of Insurance” means the period stated on the Policy Schedule to be the period of insurance or subsequently any renewal thereof during which the policy is in effect.

“Permanent Total Disablement” means disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind and which lasts 52 consecutive weeks and at the expiry of that period is beyond hope of improvement.

“Physician” means a person qualified by degree and licensed or registered to practice medicine under the relevant laws and regulations of the country in which he practices.

“Policy” means this policy document and includes the Application, the Policy Schedule, the Benefits Schedule and the Surgical Schedule and any Optional Benefits included in this policy document with the relevant rider attached to this policy document and any endorsements, amendments or riders thereto which have been approved by an executive officer of the Company.

“Policy Effective Date” means 12:00 midnight (local time in the Country of Residence) on the first day of the Period of Insurance.

“Policy Schedule” means the policy schedule attached to this Policy.

“Policy Year” means a calendar year commencing on the Policy Effective Date or any anniversary of that date.

“Policyholder” means the person named in the Policy Schedule as the Policyholder and to whom this Policy has been issued in respect of insurance of the Insured Persons.

“Pre-existing Condition” means any Disability

- (a) which existed before the Policy Effective Date in respect of an Insured Person, which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware; or
- (b) for which treatment, or medication, or advice, or diagnosis has been sought or received during the two (2) years prior to the commencement of the Policy by an Insured Person; or
- (c) which was known by the Insured Person to exist prior to the commencement of the Policy whether or not treatment, or medication, or advice, or diagnosis was sought or received.

“Private Nurse” means a private nurse who provides special medical services, which includes observation and special treatment, which the Attending Physician certifies to be medically necessary and which is not normally provided by the general nursing staff unless the life or health of a patient is in danger from a Disability.

“Professional Fees” means expenses for surgical and medical services provided by a person with special training including but not limited to services provided by an occupational therapist, a physiotherapist, an acupuncturist, an Attending Physician and a pathologist.

“Public Conveyance” means all public common carrier such as multi-engined aircrafts, buses, trains, ships, hovercrafts, ferries, and taxis that are licensed to carry fare-paying passengers and coach being arranged by travel agency and is not a contractor or private carrier.

“Public Place” means any publicly accessible location (such as car park, street, park, environmental area, bus station, airport, sport stadium or shopping centre) including public transportation of any kind or any other similar place or location.

“Renewal Date” means the date specified in the Policy Schedule to be the renewal date.

“Short Period Rate” means the rate calculated in accordance with the formula below in respect of the period prior to cancellation of this Policy in respect of which this Policy has been in force.

Period prior to cancellation	Short Period Rate
(a) Less than one (1) month:	20% of annual premium
(b) For each successive month after the first month:	10% of annual premium
(c) More than eight (8) months:	100% of annual premium

“Specialist” means a Physician who specializes in one particular area of medicine.

“Surgeon” means a person qualified by degree and licensed or registered to practice surgery under the relevant laws and regulations of the country in which he practices surgery.

“Surgeon’s Fee” means the fee that a surgeon charges for providing surgery to treat a Disability.

“Surgical Schedule” means the surgical schedule attached to this Policy Document which indicates the maximum amount payable by the Company for a surgical operation.

“US\$” or “US Dollars” means the lawful currency of the United States of America.

- 1.2 In this Policy where the context admits, words importing the singular shall include the plural and vice versa and words importing the masculine or neuter gender shall each include the feminine, masculine and neuter genders.
- 1.3 References in this Policy to clause numbers shall be references to the clauses of this Policy so numbered and references in this Policy in paragraph numbers shall be references to the paragraphs of the relevant Optional Benefit to this Policy so numbered.

HEALTH PLAN

2. TERM

- 2.1 Each Period of Insurance begins at 12:00 midnight on the first day and ends at 12:00 midnight on the last day (local time in the Insured Person’s Country of Residence).
- 2.2 Except where the Company has agreed in writing that the payment of premiums payable under this Policy may be paid on a periodical basis, there is no cover under this Policy until all the premiums payable under this Policy are paid. When all such premiums are paid, cover under this Policy will commence on the first day of the Period of Insurance subject to the terms and conditions (including the exclusions) of this Policy and excluding further:-
 - (a) any Disability for which any signs or symptoms exist prior to the date on which such premiums are paid that is aware or should reasonably have been aware by an Insured Person; and
 - (b) any Illness that begins or manifests during the thirty (30) days immediately following the date on which such premiums are paid.
- 2.3 If the premiums payable under this Policy may be paid on a periodical basis, cover under this Policy will immediately lapse and no further cover will be provided under this Policy if any periodical payment of the premiums payable under this Policy are overdue or unpaid for thirty (30) days after the date on which that periodical payment was due and should have been paid. Further, the Company has the right to offset any unpaid premium(s) due periodically against any benefits which may become payable hereunder.

3. Minimum Enrolment Age

No person shall be insured under this Policy who at the time of first enrolment is less than the age of 15 days.

4. Cancellation

- 4.1 The Policyholder may cancel this Policy at any time by written notice to the Company sent by registered post to the Company’s third party administrative office.
- 4.2 Without prejudice to any claims made or to be made in respect of a Disability incurred or that begins or manifests itself prior to the date of cancellation and further without prejudice to any rights of the Company to avoid this Policy or any cover under this Policy, this Policy may only be cancelled by the Company at any time by written notice to the Policyholder at his last known address in any of the following circumstances or events:-

- (a) misstatement of the age of the Policyholder or relevant Insured Person;
 - (b) misstatement or misrepresentation, whether by omission or commission, of the physical or mental condition of the Policyholder or relevant Insured Person;
 - (c) withholding or failing to disclose any material information and facts regarding the Policyholder's or relevant Insured Person's physical or mental condition;
 - (d) failing to advise or disclose the Policyholder's or relevant Insured Person's vocation or change of vocation;
 - (e) failing to advise of the Policyholder's or relevant Insured Person's change of address.
- 4.3 If this Policy is cancelled by the Policyholder or the Company, the Company shall refund the premium paid less an amount calculated with reference to the Short Period Rates provided that no such refund shall be paid if any claim has been paid or is payable under this Policy during the current Policy Year.
- 5. Premiums**
- 5.1 Premiums are payable on the first day of a Period of Insurance.
- 5.2 The amount of premium payable is calculated based on the age of each Insured Person on the first day of each Period of Insurance, the table of rates determined by the Company in effect on the date on which a premium is due, and any other factors which the Company considers to be relevant.
- 5.3 The Company may revise the amount of premium payable on the renewal or the resumption of this Policy based on the table of rates which then applies, the history of claims of an Insured Person and any factors which the Company considers to be relevant.
- 6. Guaranteed Renewal of Policy**
- Subject to clause 4.2, the Company guarantees that this Policy may be renewed at the end of each Period of Insurance by the payment of the premiums payable under this Policy on the Renewal Date. Premiums may be revised based on claims experience and other criteria which the Company, at its sole discretion, may determine. This Policy will be renewed with effect from the Renewal Date on receipt by the Company of all such premiums within the Grace Period.
- 7. Suspension and Resumption of Cover**
- 7.1 Subject to clause 4 and without prejudice to any rights of the Company to avoid this Policy or any cover under this Policy, cover under this Policy for all Insured Persons will continue in force during the Grace Period in respect of the premiums payable under this Policy in respect of the relevant Policy Year. If any premium is not paid to and received by the Company before the end of the relevant Grace Period, all cover under this Policy will be suspended and payment of a premium after expiry of the relevant Grace Period will be deemed to be an application for resumption of cover under this Policy.
- 7.2 Any receipt given by the Company for the payment of premium will be conditional on whether approval is granted by the Company for the application for resumption of cover and no such receipt shall be, or shall be deemed to be, confirmation of the resumption of cover and until such application has been approved and confirmation issued in accordance with clause 7.4, no cover shall be provided under this Policy.
- 7.3 The Company may require additional information or documentation in support of the application for resumption of cover. If such information or documentation is not forthcoming, cover under this Policy will remain suspended and the Company may refund the premiums paid in respect of the relevant Policy Year.
- 7.4 Reinstatement of cover under this Policy shall be at the entire discretion of the Company and cover shall be reinstated only by written confirmation of the Company.
- 7.5 Notwithstanding any other provision of this Policy, if cover under this Policy is reinstated following a suspension, no benefits shall be payable in relation to:-
- (a) an Injury which arises during the period when cover under this Policy is suspended; or
 - (b) an Illness that begins or manifests on any day on which cover under this Policy is suspended or during the ten (10) days immediately following the resumption of cover under this Policy.
- 8. Coverage Card**
- A coverage card shall be issued to each Insured Person and shall specify the Policy Effective Date. Subject to clause 4 and without prejudice to any rights of the Company to avoid this Policy or any cover under this Policy, a coverage card shall confirm cover under this Policy of the relevant Insured Person to whom it is issued and shall remain valid for as long as premiums payable under this Policy are paid.
- 9. Absolute Ownership**
- The Company shall, unless otherwise expressly provided by endorsement on this Policy, be entitled to treat the Policyholder as the absolute owner of this Policy and shall not be bound to recognize any equitable or other claim to or interest in this Policy. The receipt by the Policyholder (or by the Policyholder's personal representative) alone shall be a sufficient discharge of the Company's liabilities to any claimant under this Policy.
- 10. Notification of Changes**
- 10.1 The Policyholder shall immediately notify the Company in writing of any change in circumstances of the Policyholder or any Insured Person including but not limited to any change of address, occupation, habits or pursuits.
- 10.2 Each Insured Person shall immediately notify the Policyholder in writing of all information and of any changes thereto which is required to be notified by the Policyholder to the Company.
- 10.3 The Company shall not be liable for losses arising from or in connection with any such changes in circumstances, whether the same is known to or has been notified to the Policyholder by an Insured Person or not, unless:-
- (a) notice in writing of such change is given to the Company; and
 - (b) additional premium (if required) is paid to and received by the Company; and
 - (c) the change is endorsed on this Policy.
- 11. Payment of Benefits**
- 11.1 Subject to the provisions of this Policy, if an Insured Person suffers or incurs a Disability during the Period of Insurance, the Company will pay benefits in accordance with the Benefits Schedule.
- 11.2 If the Benefits Schedule provides for a Deductible or if there shall be any Co-insurance, in respect of the relevant Insured Person, the Company will only pay benefits in respect of Eligible Expenses incurred in any Policy Year to the extent that they exceed the Deductible in that Policy Year and after deducting the value of any Co-insurance in respect of those Eligible Expenses.
- 11.3 All benefits will be paid to the relevant Insured Person or to such Insured Person's personal representative unless requested otherwise by the Policyholder in writing. The Company reserves the right to pay a provider of service directly, unless the relevant Insured Person has requested otherwise in writing. All payments of benefits shall be in US Dollars.
- 12. Successor Insured**
- 12.1 If the Policyholder is an individual and dies, the Policyholder's spouse (if he is an Insured Person) / the personal representative of the Policyholder, will become the Policyholder.
- 12.2 If the Policyholder is a body corporate and is wound up (other than on a reconstruction), this Policy will terminate and the premiums paid shall be refunded on the same terms as if this Policy had been cancelled as provided in clause 4.3.
- 13. Claims**
- 13.1 In the event of a loss or claim arising under this Policy, the Policyholder or the relevant Insured Person shall give the Company immediate written notice as soon as reasonably practicable and in any event within thirty (30) days of the loss or claim. This notice shall state the name of the relevant Insured Person, the number of this Policy and a description of the loss. This notice shall be sent to the Company's administrative address whereupon the Company will then send the Policyholder or the relevant Insured Person, as applicable, the specified forms for submitting a claim.
- 13.2 Completed claim forms must be sent back to the Company no more than ninety (90) days after a loss covered under this Policy occurs or ends. If the Company does not provide claim forms within thirty (30) days after the notice of claim is received by the Company other proofs of loss should be sent to the Company no more than ninety (90) days after a loss covered under this Policy occurs or ends. Such proof of loss should include written proof of the occurrence, type and amount of loss.
- 13.3 A claim form (or other proof of loss) is not complete unless all medical and hospital bills, certificates, information, and any other evidence as may be reasonably required by the Company in respect of such claim have been submitted and agreed upon by the Company. Only actual costs incurred shall constitute Eligible Expenses and be considered for reimbursement. Any variation or waiver of the foregoing shall be at the sole discretion of the Company.
- 13.4 Failure to submit a completed claim form or proof of loss will not affect a claim if it was not reasonably possible to submit such claim form or proof of loss within the time limit provided always that such completed claim form or proof of loss shall be submitted within 365 days after the loss covered under this Policy occurred or ended.
- 14. Fraudulent/Unfounded Claims**
- 14.1 No benefits shall be payable under this Policy if an Insured Person has concealed or misrepresented any material fact of circumstance relating to this Policy.
- 14.2 If any claims under this Policy is in any respect fraudulent or unfounded, all benefits paid or payable in relation to that claim shall be forfeited and (if paid) recoverable by the Company.
- 15. Amendments to this Policy**
- No amendments to this Policy, including to any attachments or endorsements to this Policy, shall be valid unless signed or initialled by an officer or authorized representative of the Company.

16. Additions

The Policyholder may apply in writing to extend this Policy to cover an Eligible Person. An Eligible Person will become an Insured Person when the Company accepts the Policyholder's written request in accordance with its then current underwriting rules and receives the required additional premium.

17. Co-ordination of Benefits

Where Co-insurance is in force in respect of an Insured Person, the aggregate of the benefits to be received by the Insured Person under this Policy and such Co-insurance shall not exceed 100% of the loss recoverable under this Policy.

18. Subrogation

The Policyholder and the Insured Person agree that the Company may, at the expense of the Company, take legal action in the name of the Policyholder or Insured person to recover compensation from a third party in respect of any indemnity provided or benefit paid or payable under this Policy and any amount so recovered shall belong to the Company.

19. Emergency Assistance Service and Benefits

19.1 Arrangements have been made with various designated assistance companies to provide immediate assistance for:-

- Medical consultation and evaluation
- Referral to Physicians and Hospitals
- Verification of insurance coverage
- Co-ordination of benefit payments
- Emergency evacuation

19.2 Details of such arrangement shall be set out on the coverage card issued to the Insured Person.

19.3 The Company will pay emergency evacuation benefits to cover travel and transportation costs reasonably incurred for necessary medical evacuation when an Insured Person:-

- (a) cannot be safely treated at the location where the Disability occurs; and
- (b) is incapable of travelling as an unaccompanied, seated passenger on a public or private conveyance; and
- (c) is taken to the nearest suitable medical facility by way of the most economical form of conveyance which can be used without threat of damage to life or health.

Provided always that all arrangements must be made through the Company's designated assistance companies and monitored by them on behalf of the Company.

19.4 The Company and its service provider(s) cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including, but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company and its service provider(s) rendering such services.

20. Maternity Benefit

20.1 An Insured Person shall be covered for all medically necessary health care services during pregnancy provided that the Insured Person has been insured under this Policy for not less than twelve (12) consecutive months.

20.2 Eligible Expenses incurred in connection with a Disability suffered by an Insured Person during her pregnancy will be payable to the same extent as any other Disability provided that such Eligible Expenses are incurred while the Insured Person is insured under this Policy.

20.3 This benefit shall include all pre-natal and post-natal care, hospital room and board, Professional Fees, Miscellaneous Charges and up to seven (7) days of nursery care and complication arising after childbirth.

20.4 Expenses incurred as a result of miscarriage, abortion (excluding an abortion which is not certified to be medically necessary to avoid danger to life or health), hydatiform mole or ectopic pregnancy (including complications arising from the aforesaid conditions) shall be covered under this Policy provided that the Insured Person has been insured under this Policy for not less than ninety (90) consecutive days.

21. New Born Child Cover

21.1 The Policyholder may apply to the Company for cover under this Policy for the new born Child of an Insured Person from fifteen (15) days after the date of birth of the Child until the Renewal Date of this Policy. The cover and the level of benefits under this Policy in respect of such Child shall be the same as that applying to the parent of the Child who is an Insured Person. If both the parents of such Child are Insured Persons and are insured for different levels of benefits, then the level of benefits for the Child shall be at the lower level. No additional premium shall be payable under this Policy in respect of such coverage under this Policy of such Child.

21.2 Cover for such Child shall continue on renewal of this Policy in respect of the relevant Insured Person provided that a personal health record form or Application is submitted to the Company regarding such Child in the form required by the Company and that the additional premium required by the Company in connection with such cover is duly paid to and received by the Company.

21.3 No benefits will be payable for expenses arising from special care in respect of or treatment of any Congenital Condition, congenital defects, birth anomalies, or premature birth of a new born Child.

22. Occupational Risk Classifications

The occupational risk classifications referred to in this Policy are as follows:-

Class I: Very Light Occupational Hazards: Professional and mercantile occupational classes not superintending or engaging in manual labour, that is, persons generally engaged in professional, administrative, managerial and clerical positions.

Class II: Light Occupational Hazards: Superintending but not engaging in manual labour but engaging in wholesale or retail trade and those involved in frequent travelling in connection with professional or business purposes.

Class III: Non-hazardous Manual Labour: Occupations involving light manual work.

Class IV: Occupations involving manual work (other than light manual work) or the use of machinery.

23. Experimental Treatment

The Company at its sole discretion may consider to accept or decline liability for experimental or unproven treatments or treatments whose efficacy has not been established or which have not been accepted in the medical profession generally as having specified and relevant medicinal properties. Further, any benefits for the sequelae to such treatment shall also be at the absolute discretion of the Company.

24. Organ Transplant

The Company will pay up to the maximum benefit per organ (up to 50% for donor and the remaining percentages for recipient, at the option of the recipient Insured Person) stated in the Benefits Schedule for expenses arising from a kidney, heart, liver or bone marrow transplant which has been confirmed by a Physician to be necessary for the Insured Person. The Company will not pay for the cost of acquiring an organ.

25. Other Insurance

The Policyholder must immediately inform the Company if an Insured Person is or becomes insured under any other medical or accident insurance policy and provide a copy of the policy document (including the benefits schedule) to the Company.

26. Surgeon's Fee

The Company will pay the Surgeon's Fee (including the last pre-operative consultation fee, hospital visits and one post-operative follow up visit) incurred in connection with the treatment of a Disability of an Insured Person subject to:-

- (a) the maximum reimbursement stated in the Benefits Schedule; and
- (b) Normal, Usual and Customary Charges; and
- (c) the maximum amount specified in the relevant Surgical Schedule in respect of the relevant operation.

27. Take-over Policies

27.1 Subject to the provisions of this clause 27, the Company will pay benefits for a Disability of an Insured Person existing at the commencement of this Policy where:-

- (a) the Disability was declared in writing to the Company on the Application and accepted by the Company; and
- (b) the Insured Person was insured under a policy of insurance which was terminated immediately before the commencement of this Policy; and
- (c) a copy of the previous policy of insurance was submitted to the Company with the Application; and
- (d) benefits would have been payable to the Insured Person under the previous policy of insurance had it not been terminated.

27.2 The amount of benefits payable by the Company under this Policy in respect of a Disability referred to in clause 27.1 shall be the lower of:-

- (a) the amount of benefits the Insured Person would have received under the previous policy of insurance had it not been terminated; and
- (b) the amount of benefits payable for a Disability under this Policy.

27.3 The Company may in its absolute discretion extend or decline to extend coverage under this Policy for a Disability existing at the commencement of this Policy. Any such extension will be subject to the Company carrying out an individual underwriting review of the relevant Insured Person and the relevant Disability. The Company shall be under no liability in respect of such Disability before the provisions set out above are satisfied and the Company has confirmed that cover under this Policy has been extended to include such Disability.

28. Termination of Benefits

28.1 Cover under this Policy shall end in respect of all Insured Persons and any person who is a Child who is insured under this Policy and all Disabilities when this Policy terminates.

28.2 Cover under this Policy for a person who is a Child who is insured under this Policy shall end on the Renewal Date following his marriage or on his attaining the age of nineteen (twenty-three if the person is a full-time student) notwithstanding that the person may have ceased to be a Child by that age unless an application is made by the Policyholder for that person to become an Insured Person and the necessary premium in respect of the cover of that Insured Person is paid to and received by the Company by the Renewal Date.

29. Treatment Area

Cover under this Policy only extends to Disabilities and treatment in respect thereof in the area as specified in the Benefits Schedule as the area of cover and for which the appropriate premium has been paid. If no area is so specified, cover under this Policy shall be worldwide.

30. Emergency Benefit for Treatment Area Limit Option

Coverage for inpatient treatment in geographical areas where the Treatment Area Limit applies will be extended during any period of travel to such areas, for not more than thirty (30) days in any one policy year, in respect of any Injury or the acute onset of any Illness or medical condition arising therein provided that the Insured Person was not symptomatic or suffering from such respective Illness, medical condition or Injury any time prior to travelling.

31. Upgraded Policies

The Policyholder may apply at renewal time to the Company to upgrade the class or level of cover under this Policy applicable to an Insured Person. If any Disability suffered by the relevant Insured Person occurs or begins before the completion of the underwriting review and confirmation of the Company that the class or level of cover in respect of such Insured Person has been upgraded, the benefits payable under this Policy shall not exceed the maximum amounts payable under this Policy in existence before the upgrade in class or level of cover.

32. Abandoned Claims

Should the Company disclaim liability for a claim by the Policyholder or the relevant Insured Person, and should such claim not have been referred to mitigation pursuant to this Policy within twelve (12) calendar months from the date of such disclaimer, then the claim shall for all purposes be considered to have been abandoned and shall not be recoverable thereafter. Furthermore, to the extent that the Policyholder or the relevant Insured Person shall fail to communicate in writing with respect to a claim already made or notified to the Company within twelve (12) calendar months of the last written communication either from the Company or by the Policyholder or the relevant Insured Person, then the claim shall be deemed to be abandoned and not recoverable thereafter.

33. Mitigation

33.1 The parties agree to resolve all disputes which may arise out of or in connection with or in relation to this Policy by referring all disputes to a Senior Counsel in Hong Kong to make a final determination in accordance with the laws of Hong Kong.

All disputes arising out of or in connection with or in relation to this Policy shall be finally resolved by the Senior Counsel appointed and the parties hereby expressly agree to be bound by the determination of the Senior Council appointed. If the parties cannot agree on the appointment of a Senior Counsel to make a determination, then the matter shall be referred to the Hong Kong Bar Association (the "Bar Association") who shall be asked to appoint a suitable Senior Counsel to make a determination and the parties expressly agree to accept the Senior Counsel appointed by the Bar Association and hereby expressly agree to be bound by the determination of the Senior Counsel appointed by the Bar Association.

33.2 Determination of any dispute by a Senior Counsel shall be a condition precedent to any liability or right of action against the Company.

34. Conditions Precedent to any Liability

Any liability of the Company under this Policy shall be wholly conditional upon:-

- (a) the Company being provided with all the required statements and declarations, which shall be truthfully and accurately given by the Policyholder and the relevant Insured Person (parent or guardian if the person insured under this Policy is a Child) on the Application or any other form provided by the Company;
- (b) the complete truth and accuracy of all statements and declarations made in respect of any claim submitted to the Company by the Policyholder and the Insured Person; and
- (c) the observance and fulfillment of the terms, conditions, and provisions of this Policy (including any endorsements) insofar as they relate to anything to be done or complied with by the Policyholder or any Insured Person.

35. Governing Law

The construction, validity and performance of this Policy shall be governed by the laws of Hong Kong.

36. Exclusions

This Policy does not cover or provide benefits in any of the following circumstances or events applying to or in respect of an Insured Person:-

- (a) Pre-existing Conditions, except those which are declared to and accepted by the Company;
- (b) treatment where payment is not required or which is payable by any other insurance or indemnity covering the Policyholder, or the relevant Insured Person;

- (c) maternity and its complication unless covered under the benefits, birth control, treatment of impotence or infertility (including artificial insemination, in vitro fertilization, embryo transfer), sterilization reversal or elective abortion, surgical, mechanical or chemical methods of birth control or treatment pertaining to infertility, and any conditions arising therefrom;
- (d) Congenital Conditions;
- (e) Custodial Care, routine medical examinations or check-ups, or any treatments and services considered unnecessary by the Company for the treatment of a physical or mental condition. These include check-ups, vaccinations, counseling (marriage, family, dietary, adjustment, or psychological adaptation), hearing tests, refractive defects of the eye, corrective eye surgery for refractive error, corrective devices (including spectacles, eyeglasses, contact lenses, hearing aids, orthodontic appliances, braces, corrective shoes), or dental treatment unless covered under the optional benefits cover of this Policy for vision, dental, or medical check-up;
- (f) dental treatment except:-
 - i. emergency treatment necessary to restore or replace sound natural teeth lost or damaged in an Accident; and
 - ii. for the immediate relief of pain following an Accident;
- (g) Cosmetic or re-constructive surgery and any complications or sequelae thereof, except:-
 - i. re-constructive surgery performed as a result of or in connection with any Injury caused by an Accident arising during the Period of Insurance and is undertaken within 12 months of the Accident; or
 - ii. re-construction of breast coincident with surgery for breast cancer arising during the Period of Insurance.
- (h) Disability arising directly or indirectly out of excessive consumption of alcohol or misuse of drugs, solvent, or any addiction;
- (i) outpatient treatments or services for psychiatric, psychological, mental or nervous disorders, and any physiological or psychosomatic manifestations thereof;
- (j) a Disability resulting from declared or undeclared war or any act thereof, service in the military, naval or air forces, riot, rebellion, hostilities, revolution, nuclear and chemical contamination or civil commotion in any country;
- (k) intentionally self-inflicted injury, suicide, attempted suicide, while sane or insane;
- (l) Injury sustained while participating in (including any practice or conditioning program for) any sport, contest or competition including but not limited to the following activities: auto or car racing, professional sport, contact sport, motorcycle racing, powerboat racing, and dressage competition;
- (m) skydiving, parasailing, hang-gliding, flying (other than as a fare-paying passenger on a duly licensed commercial aircraft), caving, rock or mountain climbing (with or without the use of ropes or other equipment), bungee jumping, non-recreational scuba-diving, scuba diving to a sea-depth of greater than twenty (20) meters, polo, steeplechasing or any other hazardous activity, unless declared to and accepted by the Company or deliberate exposure to exceptional danger (except in an effort to save human life);
- (n) venereal diseases or their sequelae;
- (o) Human Immunodeficiency Virus ("HIV") related illnesses including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex and/or any mutation, derivation, or variation thereof which manifests at any time within five years from the Policy Effective Date;
- (p) prostheses, orthotic devices, corrective devices and medical appliances not required for a surgical operation;
- (q) participation in any illegal activity; and
- (r) expenses incurred for the provision of medical and hospital bills, certificates, documentation, information or other evidence required by the Company.

OPTIONAL BENEFITS

Optional benefits are subject to payment of additional premium, the amount of which is specified on the Application. Optional benefits may only be purchased at the time of the Application for this Policy and may not be added subsequently. The relevant optional benefit will only apply and be part of this Policy if the relevant rider has been attached to this Policy and the relevant premium in respect of that benefit has been paid to and received by the Company.

OPTIONAL DENTAL BENEFITS

(When a Dental Rider is attached)

The Company will pay Normal, Usual and Customary Charges for dental treatment performed by a Dentist.

All dental conditions requiring treatment as of the first visit of the relevant Insured Person to a Dentist on or after the Policy Effective Date shall be; and shall be deemed to be, pre-existing conditions for the purposes of this Policy and the liability of the Company to pay benefits under this Policy whether such dental conditions shall be identified or diagnosed at such first visit to a Dentist or not. On such first visit to a Dentist, a full dental examination shall be performed and a full set of dental x-rays shall be taken. The cost of such first visit to a Dentist, including the fees of the Dentist and the cost of the x-rays, shall be covered under this Policy. A complete dental examination report of the relevant Dentist must be submitted with the first claim for benefits under these optional dental benefits.

OPTIONAL VISION BENEFITS

(When a Vision Rider is attached)

The Company will pay Normal, Usual and Customary Charges for eye examinations and spectacles, eyeglasses and contact lenses. The Company will not pay expenses for or in connection with corrective eye surgery for refractive error and any treatment in relation to any subsequent complications or consequences thereof and such expenses are not covered under this Policy.

OPTIONAL PERSONAL ACCIDENT BENEFITS

(When a Personal Accident Rider is attached)

1. The Company will pay personal accident benefits in accordance with the additional Schedule of Benefits for Personal Accident set out below if an Insured Person sustains an Injury with the consequences set out in paragraph 2 below and subject to the listed additional terms, conditions and exclusions for personal accident specified in the relevant paragraphs below.
2. In the event that during the Period of Insurance an Insured Person sustains an Injury and such Injury shall within twelve (12) calendar months be the sole direct cause of:-
 - (a) death; or
 - (b) total and irrecoverable loss of sight in one or both eyes; or
 - (c) total loss of one or more limbs; or
 - (d) total and irremediable loss of use of two or more limbs; or
 - (e) Permanent Total Disablement; or
 - (f) total and irremediable loss of use of one limb,

the Company will pay a maximum sum equal to the limit set out in the Benefits Schedule for Personal Accident set out below for that Injury causing that loss. If the Insured Person suffers more than one loss due to one Accident, payment will be made only for the loss which results in the largest benefits being paid under these optional personal accident benefits.

SCHEDULE OF BENEFITS FOR PERSONAL ACCIDENT

Benefits are expressed as a percentage of the sum insured in respect of the relevant Insured Person:-

Accidental Death	100%
Total and irrecoverable loss of sight in one or both eyes	100%
Total loss of one or more limbs	100%
Total and irremediable loss of use of two or more limbs	100%
Permanent Total Disablement	100%
Total and irremediable loss of use of one limb	50%

The total amount payable in respect of any one Injury shall not exceed the sum insured in respect of the relevant Insured Person.

ADDITIONAL CONDITIONS FOR PERSONAL ACCIDENT BENEFITS

3. Change of Occupation

The Insured Person must not engage in any occupation which has an occupational risk classification as described in clause 22 with a higher number or of a higher class than that of the occupation disclosed in the Application. The Company will not pay any benefits for an Injury related to the Insured Person's occupation with such higher number or of such higher class unless:-

- (a) written notification is given to the Company of that occupation; and
- (b) the Company has agreed in writing to the cover under this Policy extending to the relevant Insured Person carrying on that occupation; and
- (c) any additional premium required is paid to and received by the Company.

4. Change in Risk

The Policyholder or the relevant Insured Person shall give immediate notice to the Company of any change of address or any Injury, disease, physical defect or infirmity by which an Insured Person has become affected and of any other insurance affected by or on behalf of an Insured Person against accident or incapacity.

5. Claims Procedure

5.1 In the event of an Accident, the Policyholder or the relevant Insured Person shall:-

- (a) give written notice to the Company within forty-five (45) days of an Accident likely to give rise to a claim under this Policy; and
- (b) as soon as possible act, or procure that the relevant Insured Person acts on proper medical or surgical advice; and
- (c) send by post, at the Policyholder's expense, to the Company's third party administrative office all medical and hospital bills, certificates, information and evidence required by the Company; and
- (d) undergo or procure that the relevant Insured Person undergoes a medical examination if required by the Company.

5.2 In the event of an Accident resulting in the death of an Insured Person, the Company:

- (a) may require, at the Company's expense, a postmortem examination of the Insured Person;
- (b) must be given prior written notice of the time and place of any inquest into the death of the Insured Person;
- (c) must be given prior written notice of the time and place of the interment or cremation of the remains of the Insured Person.

6. Payment of Claims

6.1 The Company shall not make any payment under this Policy in respect of any Injury until the full amount payable in respect of such Injury is ascertained and agreed by the Company with the Policyholder.

6.2 An Insured Person is not entitled to any interest on any amounts payable by the Company under these optional personal accident benefits.

7. Abandoned Claims

Should the Company disclaim liability for a claim by the Policyholder or the relevant Insured Person, and should such claim not have been referred to mitigation pursuant to this Policy within twelve (12) calendar months from the date of such disclaimer, then the claim shall for all purposes be considered to have been abandoned and shall not be recoverable thereafter. Furthermore, to the extent that the Policyholder or the relevant Insured Person shall fail to communicate in writing with respect to a claim already made or notified the Company within twelve (12) calendar months of the last written communication either from the Company or by the Policyholder or the relevant Insured Person, then the claim shall be deemed to be abandoned and not recoverable thereafter.

8. Expiry of Liability

The Company shall not be liable for any claim arising from an Accident that is not notified to them in writing or for which proper medical care and treatment is not sought or followed. In no case shall the Company be liable for any claim made after twelve (12) months following the date of an Accident unless the claim is in mitigation.

9. Liability Limits

The maximum sum payable by the Company:-

- (a) in respect of an Insured Person above the age of 65 is US\$100,000; coverage shall be terminated at the end of the Policy Year during which the Insured Person attains the age of 75;
- (b) in respect of a Child covered under this Policy, is the lesser of:
 - i. 10% of the sum insured of his parent under these optional personal accident benefits. If the parents of the Child are insured for different levels of benefits, then the lower level shall apply; and
 - ii. US\$50,000.

ADDITIONAL EXCLUSIONS FOR PERSONAL ACCIDENT BENEFITS

10. These optional personal accident benefits do not cover or provide benefits in any of the following circumstances or events applying to or in respect of an Insured Person:-

- (a) an Injury sustained as a direct or indirect result of participating in an excluded activity described in paragraph 11 below;
- (b) intentionally self-inflicted injury, suicide, attempted suicide, while sane or insane;
- (c) normal pregnancy or childbirth;
- (d) the use of alcohol, drugs or solvents, unless administered upon the advice of a Physician;
- (e) an Injury due to any consequence of war (declared or undeclared), invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, civil disorders, riots, rebellion, revolution, insurrection, military or usurped power;
- (f) Human Immunodeficiency Virus ("HIV") related illness including Acquired Immune Deficiency Syndrome ("AIDS") Related Complex and/or any mutation, derivation, or variation thereof;

- (g) an Injury arising from or contributed by any physical or mental defect or infirmity which is not previously declared and accepted by the Company;
- (h) radioactive contamination;
- (i) an Injury sustained while serving as air or ship crew or airline personnel;
- (j) an Injury sustained while serving in the armed forces of any country. Upon the Insured Person entering the armed forces of any country, the Company will refund the unearned pro-rata premium paid in respect of such Insured Person to the Policyholder;
- (k) Injury which results from an Insured Person's commission of or attempt to commit any unlawful act;
- (l) expenses covered by any medical, health or accident insurance or indemnity program or policy;
- (m) deliberate exposure to exceptional danger except in an attempt to save human life; and
- (n) death or Injury or other direct or indirect related costs caused by or contributed to or arising from the failure or inability at any time of any computer, electronic equipment, data processing equipment or media, microchip, embedded chip, integrated circuit or similar device or any computer software, whether the property of the Insured Person or not, to recognize correctly or treat any date as its true calendar date and/or capture save retain process manipulate or interpret correctly any data information command or instruction as a result of its failing to treat any calendar date as its true date or the operation of any programmed command which by reason of a failure or inability to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data at any time.

11. Excluded Activities

Dangerous or hazardous activities, or professional sport or practice or conditioning program for such sport, such as but not limited to:-

- (a) riding as a passenger or otherwise in any vehicle or device for aerial navigation except as a fare-paying passenger in an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route;
- (b) rock or mountain climbing with or without the use of ropes or other equipment;
- (c) international motor rallies;
- (d) racing other than
 - (i) on foot
 - (ii) swimming
 - (iii) yachting within territorial waters;
- (e) scuba diving/diving to a sea-depth of greater than thirty (30) meters.

OPTIONAL TRAVEL BENEFITS

(When a Travel Rider is attached)

1. If this Policy is extended to include these optional travel benefits, an Insured Person over the age of six (6) weeks will be covered for an unlimited number of trips in each Policy Year outside the Country of Residence of the relevant Insured Person provided always that the maximum number of days for each trip for which cover shall be granted under these optional travel benefits shall be ninety (90) days.
 2. Cover under these optional travel benefits shall commence on departure from the international departure point of the Country of Residence.
 3. Cover under these optional travel benefits shall end on return to the Country of Residence at the international arrival area or at midnight on the last day of the Period of Insurance of this Policy, whichever is earlier.
 4. No benefits shall be payable under these optional travel benefits for losses arising in the Country of Residence.
 5. The amount payable by the Company in respect of claims under these optional travel benefits for any one trip shall not exceed the maximum benefits set out in the Benefits Schedule.
- 6. Additional Exclusions & Limitations for Travel Benefits**
- 6.1 These optional travel benefits do not cover or provide benefits for:-
 - (a) participation in (including any practice or conditioning program for) any professional or amateur sport or game;

- (b) rock or mountain climbing (normally involving the use of ropes or other equipment), abseiling, spelunking, potholing, sea kayaking, white water rafting or kayaking, rugby, football, para-gliding, parachuting, parasailing, riding or driving in any kind of race or practicing therefor, ski-jumping, ski-bob racing, snow-mobiling, the use of bob-sleighs and similar devices, winter sports competitions of any kind, trekking over 5,000 meters above sea-level, and scuba diving more than twenty (20) meters below sea-level, or any other hazardous adventure or activities;
 - (c) embarking or disembarking from any commercial aircraft other than as a fare-paying passenger of an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route;
 - (d) engaging in any occupation or trade of a manual or technical nature and which has an occupational risk classification as described in clause 22 of Class III or Class IV;
 - (e) service as security personnel of any person or company;
 - (f) service in the armed forces of any country or state;
 - (g) employment on commercial watercraft of any description.
- 6.2 The Policyholder and each Insured Person agree that the Company may, at the expense of the Company, take legal action in the name of the Policyholder or an Insured Person to recover compensation from a third party in respect of any indemnity provided under these optional travel benefits and any amount so recovered shall belong to the Company.
 - 6.3 The Policyholder and the relevant Insured Person shall be jointly liable for the costs of any emergency services used by an Insured Person that is not covered under these optional travel benefits and, if such costs are paid by the Company, must repay the amount of such costs no later than thirty (30) days from the date on which the costs were occurred.
 - 6.4 The Company and its service provider(s) cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including, but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company and its service provider(s) rendering such services.

7. Medical and Emergency Benefit

- 7.1 Under these optional travel benefits, the Company will pay benefits for or in respect of a Disability to or of an Insured Person which occurs or begins outside the Country of Residence of the relevant Insured Person including:-
 - (a) emergency medical treatment, hospitalization, surgery, ambulance and paramedic services, diagnostic tests and medicines prescribed by the Attending Physician;
 - (b) the treatment of an acute Disability which occurs or begins while the Insured Person is outside of his Country of Residence (unless one of the purposes of the trip is to seek medical treatment) for up to a maximum thirty (30) days or until the Disability can be safely treated in the Country of Residence, whichever is less;
 - (c) expenses to transport the Insured Person to his Country of Residence including the additional costs of economy class travel incurred when an Emergency is such that the Insured Person must return to his Country of Residence immediately;
 - (d) expenses incurred for necessary medical evacuation including charges for a qualified nurse who accompanies an Insured Person if medically necessary.
- 7.2 This emergency and medical benefit does not cover:-
 - (a) Pre-existing Conditions, Congenital Conditions or maternity care;
 - (b) Cosmetic Surgery and any related consequences, spectacles, eyeglasses, refraction aids or hearing aids;
 - (c) Psychiatric, psychological, mental or nervous disorders and insanity;
 - (d) medical care or treatment provided without charge;
 - (e) expenses covered by any other medical, health, or accident insurance or indemnity program or policy;
 - (f) communications and local transportation.
- 7.3 The benefit in respect of hospital room and board is limited to US\$300 per day but the benefit limit will be doubled when the hospital charges for room and board include the charges for all medical treatment services (excluding the professional fees of Physicians and Surgeons) and tripled when such charges include the charges for all medical treatment services and the professional fees of Physicians and Surgeons.

8. **Baggage and Travel Documents Benefit**

8.1 The Company will reimburse an Insured Person for loss or damage to his baggage, personal effects and belongings which occurs while he is travelling outside his Country of Residence provided that the Insured Person:-

- (a) takes reasonable and proper care to ensure the safety of the property insured, including examination of luggage when received; and
- (b) in the event of any destruction, loss or damage of the property insured, a report is made within twenty four (24) hours of the destruction, loss or damage being ascertained to:-
 - i. the police in the case of theft, loss or willful damage by a third party; or
 - ii. the Carrier when loss or damage has occurred in transit.

8.2 The maximum reimbursement by the Company for each item, pair or set of the baggage, personal effects and belongings is US\$250. Maximum benefit for laptop computer is US\$750.

8.3 In lieu of reimbursement, the Company may at its discretion repair or procure the repair of the damage to the baggage, personal effects or belongings or provide a replacement of such property.

8.4 The Company shall reimburse the cost of obtaining a replacement passport and visa.

8.5 This baggage and travel documents benefit does not cover:-

- (a) loss or damage as a result of delay, confiscation, detention or examination by customs authorities or other officials;
- (b) losses of cash, banknotes, negotiable instruments, bonds or securities, credit cards and other instruments of payment or documents of any kind, air tickets and transportation, accommodation or any other travel vouchers or coupons;
- (c) loss of or breakage to any pager, mobile phone (including accessories), portable telecommunication equipment, computer equipment, software and related accessories;
- (d) breakage or damage to fragile or brittle articles of every description, china, glassware, porcelains, objects d'art, set and unset precious or semiprecious gemstones, foodstuff, spectacles and sunglasses as a result of scratching;
- (e) wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic derangement, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at the discretion of the Company;
- (f) business merchandise or samples, including the cost of reproducing data whether recorded on tapes, cards, discs or otherwise;
- (g) loss to any baggage that is left behind or unattended in a Public Conveyance or a Public Place;
- (h) loss of or damage to baggage mailed or shipped separately;
- (i) any property or personal belongings specifically insured elsewhere or recovered/repared by a third party;
- (j) loss of jewelry except by armed robbery or by theft/burglary from a hotel safety deposit box;
- (k) damage to luggage, excepting total loss.

9. **Baggage Delay Benefit**

The Company will pay up to the amount set out in the Benefits Schedule for an Insured Person for emergency purchases of essential items of clothing or requisites as a result of the baggage of that Insured Person being delayed for at least twelve (12) hours from the time of his arrival at his destination due to a delay or misdirection in delivery of such baggage.

Provided always that:-

- (a) the delay is certified by an official Baggage Irregularity Report from the airline or in writing by letter from the tour operator;
- (b) the delay is not a result of detention or confiscation by customs or other officials;
- (c) documentation (including original purchase bills) is produced by the Insured Person showing the details of the expenditure;
- (d) a claim cannot be made under this baggage delay benefit if the same loss is claimed under paragraph 8 for "baggage and travel documents benefit";
- (e) no cover is provided after the Insured Person returns to the Country of Residence or reaches his final destination.

10. **Personal Money Benefit**

The Company will indemnify an Insured Person against loss of personal money in the form of bank notes, cash or travellers checks arising from theft, burglary or robbery provided always that:-

- (a) any such loss is reported to the local police where the loss occurs and relevant branch of the travellers checks issuing authority within twenty four (24) hours of the loss;
- (b) the Company shall not be liable for loss or shortages due to error, omission, currency exchange, confiscation or devaluation;
- (c) personal money is carried on one's person and is not placed in luggage, suitcase, trunk and the like or otherwise left without personal immediate attendance thereon;
- (d) the benefit is not applied to children below 18 years of age.

11. **Travel Delay Benefit**

In the event an Insured Person's flight or other scheduled mode of transportation is delayed during a trip covered by this Policy due to serious weather conditions, industrial action, hijack, technical or other mechanical failure of aircraft or conveyances and the cancellation or postponement thereof due to such fault is entirely beyond the control of the Insured Person, the Company will pay:-

- (a) up to the amount set out in the Benefits Schedule in respect of public transportation expenses necessarily incurred as a direct consequence of travel delay, but only if the Insured Person has to re-route his trip due to cancellation of a prior confirmed booking;

or

- (b) US\$25 for each full 12 hours delay up to a maximum of US\$100.

A claim can only be made either under (a) or (b).

12. **Curtailement of Trip or Cancellation Charges Benefit**

The Company will indemnify an Insured Person against loss of non-refundable prepaid travel arrangement deposits of every description, and in respect of any increased cost of travel in respect of the least expensive alternative mode of transport or accommodation up to the amount set out in the Benefits Schedule in respect of the following:-

- (a) death, serious Injury or Illness, befalling the Insured Person;
- (b) death, serious Injury or Illness, afflicting an Insured Person's Immediate Family Members, Close Business Partner, or a travel companion who is also insured under the same policy of the Insured Person;
- (c) witness summons, jury service or compulsory quarantine of the Insured Person;
- (d) natural disasters (earthquake, flood, hurricane, tornado, tsunami, etc.) at the planned destination;
- (e) complete destruction of an Insured Person's principal residence in the Country of Residence.

Provided that:-

- (a) the reimbursement shall be on a pro-rata basis for the unused portion of any pre-paid travel and accommodation charges involved in such curtailed trip;
- (b) no benefit shall be payable in respect of expenses arising directly or indirectly out of pregnancy, childbirth, or gynecological disease or their sequelae;
- (c) any such cause arises from medical or physical conditions or other circumstances affecting the Insured Person, or Immediate Family Members or travel companion or Close Business Partner of the Insured Person within 14 days prior to the scheduled departure date;
- (d) sudden occurrence of natural disasters at the planned destination after commencement of travel covered by this Policy which prevents the Insured Person from continuing his scheduled trip;
- (e) complete destruction of the Insured Person's principal residence in the Country of Residence from fire, flood, earthquake or similar natural disaster occurs after commencement of travel which requires the Insured Person's presence on the premises during the scheduled trip.

13. **Optional Rental Car Protection Benefit**

Cover for rental car protection is only available to the Insured Person who has previously applied for Rental Car Protection in the Application and has paid the additional premium applicable to the relevant Period of Insurance.

The Company will pay up to a maximum amount of not more than US\$10,000 for damage occurs to a rental car for which the Insured Person is responsible under the relevant car rental agreement. Loss or damage to the rental car must result directly from fire, theft, collision or vandalism and the car must be rented from a recognized, licensed auto or car rental company. In addition, the Company will pay the cost of repairs for direct loss due to damage caused to a rental car as a result of an Accident. In the event of a claim, the Insured Person must submit a copy of the police report, an itemized statement of repairs made and other documented evidence. He must cooperate with the Company to investigate the Accident and settle any claims against himself. If he fails to cooperate, or fails to send any of the requested documentation, the Company reserves the right to refuse any protection for the Accident.

This optional "Rental Car Protection" does not cover:-

- (a) driving while intoxicated or under the influence of drugs or narcotics;
- (b) intentional loss or damage;
- (c) any obligation the Insured Person assumes under any agreement;
- (d) use of the car rental in violation of the car rental agreement;
- (e) rentals of trucks with a manufacturer's rated load capacity of over 2,000 pounds, campers, trailers, off-road vehicles, motorbikes, sports utility vehicles or recreational vehicles;
- (f) any liability, personal Injury or property damage whether or not the Insured Person is responsible for such liability, Injury or damage under the car rental agreement.

Deductible: The Insured Person will be responsible for the first US\$250 of eligible expenses.