

## Travel Direct Overseas Student Insurance Travel Insurance Terms and Conditions

AIG Insurance Hong Kong Limited (hereinafter called "the Company") agrees to provide insurance to the Policyholder and/or the Insured Person against loss covered by this Policy subject to and in accordance with the terms, conditions, exclusion, limitations and provisions described herein, scheduled hereto or endorsed hereon, which together shall constitute a contract of insurance.

### POLICY PERIOD\*

Cover under this Policy commences on the later of the following dates:

- The date the Insured Person departs from Hong Kong to travel to the Overseas Educational Institution specified in the Schedule ("OEI") or
- The Policy Effective Date as stated in the Schedule, provided that the Policy Effective Date shall not be after the departure date from Hong Kong unless the Policy is being renewed.

And cover shall end on the earliest of the following dates:

- The date the Insured Person returns permanently to Hong Kong after completion or interruption of his/her education at the said OEI; or
- the Policy Expiry Date as stated in the Schedule.

### \*Important Note

Please refer to each Policy Section to see when cover applies for that Policy Section. For example under some Policy Sections the cover provided only applies when the Insured Person is traveling outside of Hong Kong and the location of their OEI/Overseas Residence.

### COVERAGE

#### SECTION 1 - Study Interruption

This Section 1. shall apply to events that occur during the Policy Period.

The Company shall reimburse the Insured Person for Tuition up to the Maximum Benefits stated in the Schedule of Benefits that have actually been paid in advance to the OEI that are not refundable nor recoverable from any other source, as a result of the occurrence of any of the following events which prevent the Insured Person from continuing his/her study for the remaining part of a school term at the OEI, up to the Maximum Benefits stated in the Schedule of Benefits in the Policy, due to:

- Death or Terminal Sickness of the Insured Person;
- Hospitalization of the Insured Person in a hospital as an inpatient for more than thirty (30) consecutive days;
- Medical evacuation, as a result of which the Insured Person is evacuated back to Hong Kong, under Section 6 - Emergency Medical Evacuation; or
- Death of any Immediate Family Member of the Insured Person.

#### Exclusions applicable to Section 1 - Study Interruption

No benefit shall be payable where:

- The Tuition is paid by any party other than the Insured Person or Immediate Family Member.
- Any loss arising out of any Terrorist Act.

#### SECTION 2 - Education Fund

This Section 2. shall apply to events that occur during the Policy Period

In the event of the death or Permanent Total Disablement of the Insured Person's parent(s) or legal guardian during the Policy Period as result of an Injury sustained during the Policy Period, then providing the Insured Person is below seventeen (17) years old (or below twenty-three (23) years old if the Insured Person is unmarried and studying full-time at the OEI), the Company shall pay on behalf of the Insured Person and directly to the OEI the unpaid Tuition fee for which the Insured Person is legally liable for the remaining period of the current education year only, subject to Maximum Benefits stated in the Schedule of Benefits in the Policy.

A claim must be accompanied by an invoice of Tuition which is issued to the Insured Person by the OEI.

#### Exclusion applicable to Section 2 - Education Fund

- In no event shall the Company be liable to pay for any loss caused by an Injury which is a consequence of any kind of disease or sickness.

#### SECTION 3 - Compassionate Visit (2 Ways)

This Section 3. shall apply to events that occur during the Policy Period.

- The Company shall pay for the reasonable Accommodation and return travel Ticket necessarily incurred by one adult Immediate Family Member of the Insured Person to be with and/or to take care of the Insured Person as a result of the occurrence of any

of the following events sustained by the Insured Person during the Policy Period and while he/she is living outside of Hong Kong up to the Maximum Benefits stated in the Schedule of Benefits in the Policy, due to:

- Insured Person's death; or
  - Confinement in a Hospital for more than five (5) consecutive days caused by a Serious Injury or Serious Sickness.
- In the event of death of the Immediate Family Member during the Policy Period and while the Insured Person is living outside of Hong Kong, the Company will pay, up to the Maximum Benefit stated in the Schedule of Benefits in the Policy, the reasonable return travel Ticket necessarily incurred by the Insured Person to immediately travel to Hong Kong and return back to the OEI, always providing that the return journey occurs within thirty (30) days of the Insured Person's arrival in Hong Kong.

#### Exclusions applicable to Section 3 - Compassionate Visit

- No benefit shall be payable for any loss arising out of any Terrorist Act.

#### SECTION 4 - Personal Accident

This Section 4. shall apply to events that occur during the Policy Period

If the Insured Person during the Policy Period suffers an Injury which results, within 365 consecutive days, in any Event described in the Benefits Table below, the Company will pay the percentage of the Sum Insured stated in the table for that Event.

Benefits Table

Events	Percentage of Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of all Limbs	100%
4. Permanent total Loss Of Sight of both Eyes	100%
5. Permanent total Loss Of Sight of one Eye	100%
6. Loss Of or the Permanent total Loss Of Use of two Limbs	100%
7. Loss Of or the Permanent total Loss Of Use of one Limb	100%
8. Loss Of Speech and Hearing	100%
9. Permanent and Incurable Insanity	100%
10. Permanent total Loss Of Hearing in	
(a) both Ears	75%
(b) one Ear	15%

#### Compensation:

- Compensation shall not be payable for more than one of above Events listed in the benefit table in respect of the same Accident which results in Injury. Should more than one of the Events occur from the same Accident, the Company will only be liable for the Event corresponding to the highest compensation.
- The insurance for the Insured Person shall terminate upon the occurrence of any loss for which indemnity is payable under any one of the above Events, but such termination shall be without prejudice to any claim originating out of the Accident causing such loss.
- If the Insured Person is under seventeen (17) years of age at the time of Accident, the Company will pay according to percentage of Principal Sum stated in the above Benefit Table under this section - Personal Accident, but subject to a maximum of US\$40,000.
- Exposure - If the Insured Person suffers any of the above Events as a direct result of exposure to harmful elements due to an Accident occurring during the Policy Period of the Insured Person, the Company will pay the Personal Accident benefit.
- Disappearance - If the Insured Person disappears as a result of the disappearance, sinking or wrecking of the Common Carrier caused by an Accident in which the Insured Person was traveling at the time of the Accident during the course of the insured Policy Period and remains missing after twelve (12) months from the date of the Accident, and the Company has reason to believe that the Insured Person has died in the Accident, the Company will pay the Personal Accident benefit, subject to receipt of a signed undertaking by the administrator of the estate of the Insured Person that any such payment shall be refunded to the Company if it is later discovered that the Insured Person did not die as a result of the Accident.

#### Exclusion applicable to Section 4 - Personal Accident

- In no event shall the Company be liable to pay for any loss caused by an Injury which is a consequence of any kind of disease or sickness.

#### SECTION 5 - Personal Liability

This Section 5. shall only apply to events that occur outside of Hong Kong during the Policy Period.

The Company shall indemnify the Insured Person up to the Maximum Benefits stated in the Schedule of Benefits in the Policy for legal liability to a third party arising during the

Policy Period as a result of the following events that occur outside of Hong Kong during the Policy Period:

1. death or accidental bodily injury to a third party ;
2. accidental loss of or damage to property of a third party.

It is a condition of cover that the Insured Person must not make any offer or promise of payment or admit his/her fault or liability to any other party, or become involved in any litigation without the Company's prior written approval.

#### Exclusions Applicable to Section 5 - Personal Liability

No benefits will be payable for legal liability directly or indirectly arising from or in relation to any of the followings:

1. property of or to any person who is the Insured Person's Immediate Family Member or employer or deemed by law to be his/her employee.
2. property which belongs to the Insured Person or is in his/her care of custody or control.
3. any liability assumed under contract.
4. liability relating to the willful, malicious, or unlawful act on the part of the Insured Person.
5. liability arising from the ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals.
6. liability arising from the undertaking of any trade, business or profession.
7. liability arising from any criminal acts.
8. any liability arising out of any Terrorist Act.
9. any claim for fine, penalties, exemplary, punitive or aggravated damages.
10. Any judgment which is not in the first instance either delivered by or obtained from a court of competent jurisdiction within Hong Kong or the jurisdiction in which the event occurred giving rise to the Insured Person's liability.

#### **SECTION 6 - Emergency Medical Evacuation**

This Section 6. shall only apply to events that occur outside of Hong Kong during the Policy Period.

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

The means of evacuation arranged by the Company or its authorized representative may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by the Company or its authorized representative according to medical necessity.

The Insured Person or a person on his/her behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

#### **SECTION 7 - Repatriation of Remains**

This Section 7. shall only apply to events that occur outside of Hong Kong during the Policy Period.

If an Insured Person dies during the Policy Period as a result of an Injury sustained or Sickness commenced whilst the Insured Person is outside of Hong Kong during the Policy Period, the Company or its authorized representative shall make the necessary arrangements for the return of the Insured Person's remains to Hong Kong. The Company shall pay directly the actual and authorized costs incurred for such repatriation.

In addition, the Company shall reimburse the reasonable and necessary expenses actually incurred, subject to its prior agreement, at the place of death outside Hong Kong for service rendered by a mortician or undertaker, including the cost of a casket, the embalming and cremation if so selected.

The Insured Person or a person on his/her behalf must contact Travel Guard Assistance Hotline at (852) 3516 8699 for the arrangement.

#### Exclusions applicable to Section 6 - Emergency Medical Evacuation and Section 7 - Repatriation of Remains

No benefits shall be provided:

1. For any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the overseas travel.
2. For any expenses for a service not approved and arranged by the Company or its authorized representative except that this exclusion shall be waived in the event the Insured Person, his/her Residing Companion(s), or the Policyholder cannot contact Travel Guard Assistance hotline during an emergency medical situation for reasons beyond their control. In any event, the Company reserves the right to reimburse for those expenses incurred for service which the Company or its authorized

representative would have otherwise provided under the same circumstances.

#### **SECTION 8 - Medical Expenses (Applicable to Standard and Premier Plans only)**

This Section 8. shall only apply to events that occur during the Policy Period.

If the Insured Person sustains an Injury or suffers a Sickness commenced during the Policy Period, the Company shall reimburse the Usual, Reasonable and Customary Medically Necessary Expenses incurred within one hundred and eighty-two days (182) consecutive days from the first day of sustaining the Injury or suffering the Sickness up to the Maximum Benefits stated in the Schedule of Benefits in the Policy.

For the purpose of clarity no amount shall be payable under this Policy for any medical service or treatment provided or expense incurred, after one hundred and eighty-two days (182) consecutive days from the first day of sustaining the Injury or suffering the Sickness.

#### Medical Expenses Cover In Hong Kong

Under this Section 8. the Company shall also reimburse

- a. the Usual, Reasonable and Customary Medically Necessary Expenses charged by Qualified Medical Practitioner practicing western medicine in Hong Kong for expenses incurred for the continuation of medical attention first sought whilst living outside Hong Kong or as a result of an Injury or Sickness suffered by the Insured Person during his/her temporary home visit to Hong Kong provided the Insured Person has scheduled to return to the place in which he/she is attending his/her studies at the OEI; and
- b. the Medically Necessary Expenses incurred for the same purpose paid to a Chinese Medicine Practitioner subject to an aggregate limit of US\$230 and a per-visit and per-day limit of US\$19.

The maximum amount payable for Medically Necessary Expenses incurred during the temporary visit to Hong Kong will be limited to US\$5,000 and no amount shall be payable under this Policy for any medical service or treatment provided, or expense incurred, after sixty (60) consecutive days from the date of the Insured Person's arrival in Hong Kong.

#### Exclusions Applicable to Section 8 - Medical Expenses

No benefits will be provided with respect to expenses incurred:

1. For any service, supply, treatment or for any period of Hospital Confinement, which was not recommended, approved and certified as necessary and reasonable by a Qualified Medical Practitioner (or Chinese Medicine Practitioner as applicable under the cover afforded above for Chinese Medicine), or expenses which are non-medical in nature.
2. For dental care, except as the result of Injury to sound and natural teeth.
3. For eye refraction or eye examinations for the purpose of prescribing corrective lenses for eyeglasses or for the fitting thereof, unless caused by Injury.
4. For any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses which are already included in the cost of a scheduled travel.
5. For failure to obtain a written report from the attending Qualified Medical Practitioner confirming the Injury or Sickness suffered by the Insured Person.

#### **SECTION 9 - Overseas Hospital Cash (Applicable to Premier Plan only)**

This Section 9. shall only apply to events that occur outside of Hong Kong during the Policy Period.

When as a result of an Injury sustained or Sickness commencing while the Insured Person is traveling outside of Hong Kong during the Policy Period requiring the Insured Person to be admitted and Confined in a Hospital as an in-patient under the professional care of a Qualified Medical Practitioner, the Company will pay US\$50 for each one day of Confinement starting from the third day of such Confinement, subject to a maximum of twenty (20) consecutive days for the same confinement. For the avoidance of doubt, if two (2) or more confinements are due to the same or related Injury or Sickness, or to any complications arising therefrom, such Confinements shall be regarded as one (1) Confinement if each of them is not separated by more than ninety (90) days from the paid or payable Confinement which immediately precedes it. This rule shall be observed in determining the limit of the benefits.

#### Exclusions Applicable to Section 9 - Overseas Hospital Cash

No benefits will be provided whenever:

1. The Hospital Confinement is not recommended, approved and certified as necessary and reasonable by a Qualified Medical Practitioner;
2. For failure to obtain a written report from the attending Qualified Medical Practitioner confirming that the Confinement is necessary and reasonable.
3. Any loss arising out of any Terrorist Act.

#### **SECTION 10 - Kidnapping Benefit (Applicable to Premier Plan only)**

This Section 10. shall only apply to events that occur outside of Hong Kong during the Policy Period.

In the event of death of the Insured Person that is caused by Injury inflicted during a Kidnapping while the Insured Person is traveling outside of Hong Kong during the Policy Period, the Company shall pay up to the Maximum Benefits stated in the Schedule of Benefits.

The insurance of any Insured Person shall terminate upon the occurrence of any loss for which indemnity is payable under this section, but such termination shall be without prejudice to any claim originating out of the event causing such loss.

#### Exclusions applicable to Section 10 - Kidnapping Benefit

1. In no event shall the Company be liable to pay for any loss caused by an Injury which is a consequence of any kind of disease or sickness.
2. Any Kidnapping arising out of any Terrorist Act.

#### **SECTION 11 - Travel Document (Applicable to Premier Plan only)**

This Section 11. shall only apply to events that occur outside of Hong Kong during the Policy Period.

If the Insured Person's passport, travel tickets and/or other important travel documents are lost as a result of robbery, theft or burglary, occurring outside of Hong Kong during the Policy Period, the Company shall reimburse the Insured Person up to the Maximum Benefits stated in the Schedule of Benefits in the Policy for the cost of

1. obtaining replacement passports, travel tickets and other travel documents lost as a result loss arises out of robbery, theft or burglary, and / or
2. the additional, necessary and reasonable travel and/or Accommodation expenses incurred for the sole purpose of such replacement of the lost travel documents provided that it is necessary for the Insured Person to travel to a place outside his/her city of the OEI to obtain such replacement.

#### Exclusions Applicable to Section 11 - Travel Document

No benefits will be provided:

1. For any loss not reported to the police within 24 hours of loss and a police report for such loss not having been obtained.
2. For loss of any travel document and/or visa which is not needed outside of Hong Kong during the Policy Period.
3. For loss by any mysterious disappearance or items left behind.
4. For loss resulting directly or indirectly from rebellion, usurpation of power, Terrorist Act or action taken by Government Authorities in hindering, combating or defending against such an occurrence; destruction, quarantine or customs regulations, confiscation by order of any Government of Public Authority for contraband or illegal transportation or trade.

#### **SECTION 12 - Baggage and Personal Effects (Applicable to Premier Plan only)**

This Section 12. shall only apply to loss or damage of baggage items during the Policy Period that occur whilst the Insured Person is traveling outside of Hong Kong or the city or town in which their OEI is located and/or they normally reside when attending the OEI.

The Company will pay the Insured Person for loss of or damage to baggage, clothing and personal effects, worn, carried by the Insured Person, in trunks, suitcases and like receptacles, occurring during the travel period and owned by the Insured Person, up to the Maximum Benefits stated in the Schedule of Benefits subject to all of the following:

1. The amount payable in respect of any one article or pair or set of articles shall not exceed US\$400;
2. The amount payable in respect of any Lap-top Computer shall not exceed US\$1,200, and this cover can only be utilized once during the Policy Period;
3. The Company at its option may make payment, reinstate or repair articles less than one year old;
4. The Company at its option may make payment, reinstate or repair subject to due allowance of wear and tear and depreciation for any article that is more than one year old.
5. The total amount payable under this Section during the Policy Period shall not exceed 100% of the amount stated in the Schedule of Benefits in the Policy.

#### Exclusions applicable to Section 12 - Baggage and Personal Effects

No benefits will be provided:

1. In respect of the following classes of property: glasses, sun glasses, contact lens, business goods or sample, foodstuffs, animals, motor vehicles (including accessories), motorcycles, boats, motors, bicycle, any other conveyances, household furniture, antiques, jewelry or accessories, mobile phone (including but not limited to PDA phone and other accessories), money (including checks, traveler checks, etc), plastic money (including credit card, Octopus cards, etc), securities, tickets or documents.
2. For loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process initiated by the Insured Person to repair, clean or alter any property.
3. For loss of or damage to hired or leased equipment and loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Terrorist Act, or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; destruction, quarantine or customs regulations, confiscation by order of any Government of Public Authority for contraband or illegal transportation or trade.
4. For loss of or damage to property insured under any other insurance, or could be reimbursed for by a Common Carrier, a hotel, any service provider or otherwise.
5. For loss of or damage to property which functions normally after it has been fixed or

6. repaired by the Common Carrier or a hotel.
7. For loss of Insured Person's baggage not being on the same conveyance as the Insured Person or souvenirs and/or articles mailed or shipped separately.
8. For the damage or loss of Lap-Top Computer or tablets which are transported as check-in baggage in any Common Carrier.
9. For loss of the Insured Person's baggage when it is left unattended in a Public Place or as a result of the Insured Person's failure to take due care and precautions for the safe guard and security of such property.
10. For loss of data recorded on any device and /or tape, USB, card, diskette or otherwise.
11. For breakage or damage to fragile articles.
12. In respect of loss or damage while in the custody of a hotel or Common Carrier, unless reported immediately on discovery in writing to such hotel or Common Carrier within one (1) day and a Property Irregularity Report is obtained where custody of an airline is involved.
13. In respect of losses not reported to the police within 24 hours of loss or a loss report not obtained from the police.
14. For loss as a result of any mysterious disappearance or items left behind.
15. In respect of shortage, lack of stock or depreciation in value.
16. For loss or damage to the property the receipt for the purchase of which is not in the name of the Insured Person.
17. For loss or damage that occurs in Hong Kong, or in the city or town where the Insured Person's OEI is situated and/or where they normally reside when attending the OEI.
18. For any loss claimed under Section 14 – Baggage Delay arising from the same cause.

#### **SECTION 13. Travel Delay (Applicable to Premier Plan only)**

This Section 13. shall only apply to delays that occur during the Policy Period.

The Company shall pay US\$80 for every full eight (8) hours of delay up to a maximum amount of US\$400 for each delay, in the event that the Common Carrier in which the Insured Person has arranged to travel is delayed for at least eight (8) consecutive hours from the departure or arrival time specified in the itinerary provided to the Insured Person by the Common Carrier, where such delay is caused directly by inclement weather, natural disaster, equipment failure, hijack or strike by the employees of the Common Carrier during the Policy Period.

Departure or arrival delay will be calculated from the original scheduled departure or arrival time specified in the itinerary provided by the Common Carrier to the Insured Person until the actual departure or arrival time of a) the original Common Carrier or b) the first available alternative transportation offered by that Common Carrier management.

The Insured Person can only claim once for either the departure delay or the arrival delay of the same delayed Common Carrier.

This coverage is effective only if this insurance is purchased before the announcement of any event or occurrence leading up to the relevant delay of the Common Carrier by the authorized representative/management of the Common Carrier or through the mass media.

#### Exclusions Applicable to Section 13 - Travel Delay

No benefits will be provided for:

1. Delay of the outward journey commenced from Hong Kong.
2. Failure of the Insured Person to obtain written confirmation from the Common Carrier on the number of hours of and the reason for such delay.
3. Any claim arising from any event or occurrence leading up to the relevant delay which is announced before this insurance is purchased.
4. Any claim arising from late arrival of Insured Person at the airport or port (i.e. arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike by the employees of the Common Carrier).
5. Any claim arising from the failure of the Insured Person to get on-board the first available alternative transportation offered by the administration of the relevant Common Carrier.
6. Any consequential loss arising from the late arrival of a preceding Common Carrier that causes subsequent delays/misconnections of each Common Carrier in which the Insured Person has arranged to travel during the Policy Period.
7. More than three (3) payable claims under this Section during each Policy Period.

#### **SECTION 14. Baggage Delay (Applicable to Premier Plan only)**

This Section 14. shall only apply to baggage delays that occur outside of Hong Kong during Policy Period.

The Company shall pay US\$100 for each delay, in consequence of temporary deprivation of the Insured Person's baggage for ten (10) consecutive hours from the time of arrival at the destination due to the misdirection in delivery of the baggage by a Common Carrier on or in which the Insured Person is traveling during the Policy Period. This benefit can only be utilized once during the Policy Period.

#### Exclusions Applicable to Section 14 - Baggage Delay

No benefits will be provided:

1. For Baggage delay in Hong Kong.
2. For the failure of the Insured Person to obtain written confirmation from the Common Carrier as to the number of hours and the reason for such delay.
3. With respect to any of the Insured Person's baggage which the Insured Person either intentionally sent by a different Common Carrier than the one in which the Insured Person was traveling, or with respect to any baggage, souvenir or other items which the Insured Person mailed or shipped separately.
4. For any loss claimed under Section 12 – Baggage and Personal Effects arising from the same cause.
5. Any delay relating to baggage that is sent on an alternative flight or by other means because the Insured Person's baggage exceeded the maximum weight permitted by the Common Carrier.
6. For more than three (3) payable claims under this Section during each Policy Period.

## SECTION 15- OVERSEAS RESIDENCE GUARD

This Section 15. shall only apply to events that occur during the Policy Period that occur whilst the Insured Person is traveling outside of Hong Kong or the city or town in which their OEI is located and/or they normally reside when attending the OEI.

The Company will pay the Insured Person, up to the Maximum Benefit as stated in the Schedule of Benefits, or at the Company's sole discretion and option, reinstate or repair any loss or damage to the Household Contents caused by fire within the Overseas Residence that is left vacant whilst the Insured Person is traveling outside of Hong Kong or the city or town in which their OEI is located and/or they normally reside when attending the OEI.

### Exclusions Applicable to Section 15 – Overseas Residence Guard

No benefits will be provided for:

1. loss or damage arising from wear, tear, depreciation, the process of leaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
2. any loss or damage occasioned through the willful act of the Insured Person or with connivance of the Insured Person;
3. loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;
4. electrical or mechanical breakdown;
5. consequential loss or damage of any kind;
6. business or professional use in respect of photographic and sports equipment and accessories and musical instruments;
7. motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto; and
8. loss or damage insured under any other insurance policy, or reimbursed by any other party.

## DEFINITIONS

**"Accident"** shall mean an unforeseen and involuntary event that causes an Injury.

**"Accommodation"** shall mean room charge only.

**"Acquired Immune Deficiency Syndrome"** or **"AIDS"** has the meaning assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a sero-positive test for HIV. Opportunistic Infection shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection. Malignant Neoplasm shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency.

**"Activities of Daily Living"** as stated on this Policy shall have the following meanings:

- a. Mobility: the ability to move from one (1) room to an adjoining room or from one (1) side of a room to another or to get in and out of bed or chair without requiring the physical assistance of another person;
- b. Continence: the ability to voluntarily control bladder and bowel functions so as to be able to maintain personal hygiene;
- c. Dressing: putting on and taking off all necessary items of clothing without requiring the assistance of another person;
- d. Toileting: getting to and from the toilet, transferring on and off the toilet and associated personal hygiene; and
- e. Eating: all tasks of getting food into the body once it has been prepared.

**"Chinese Medicine Practitioner"** shall mean any 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 who is the Insured Person or an Immediate Family Member of the Insured Person.

**"Common Carrier"** means any bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an

airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.

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

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

**"Household Contents"** means household furniture and furnishing, clothing and personal effects belonging to the Insured Person and fixtures and fittings which the Insured Person owns. It shall not mean the landlord's fixtures and fittings, or deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash, currency notes and Valuables.

**"Immediate Family Member"** shall refer to the Insured Person's spouse, child, parent, brother, sister, parent-in-law, grandparent or legal guardian.

**"Injury"** means bodily injury suffered as a result of an Accident directly and independently of all other causes.

**"Insured Person"** shall mean the insured person specified in the Schedule of Benefits.

**"Kidnapping"** means the unlawful act of taking away of a person by force, threat, or deceit, with intent to cause him to be detained against his will, usually to hold the person for ransom or in furtherance of another crime.

**"Lap-Top Computer"** means a Lap-Top, Notebook or Sub-notebook. However, Personal Digital Assistance (PDA) and Hand Held Computers (HHC), Tablets, iPhones or similar are excluded from this category.

**"Loss Of"** or **"Loss Of Use"** means the Permanent total functional disablement or complete and permanent physical severance through or above the wrists or ankle joints, and as used with reference to eyes, shall mean the entire and irrecoverable loss of sight.

**"Loss Of Hearing"** means Permanent and irrecoverable loss of hearing where:

If a db - Hearing loss at 500 Hertz    If b db - Hearing loss at 1,000 Hertz  
 If c db - Hearing loss at 2,000 Hertz    If d db - Hearing loss at 4,000 Hertz  
 1/6 of (a+2b+2c+d) is above 80dB.

**"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 center in the brain resulting in Aphasia.

**"Malignant Neoplasm"** shall include but not be limited to Kaposi' 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.

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

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

**"Residing Companion(s)"** shall mean any person who resides with the Insured Person outside Hong Kong during the Policy Period.

**"Overseas Residence"** means the permanent place of residence of the Insured Person whilst the Insured Person studies abroad during the Policy Period.

**"Permanent"** when referring to a condition means the same lasting at least twelve (12) consecutive months from the date of an Accident and at the expiry of the twelve (12) months period being beyond any hope of improvement.

**"Permanent Total Disablement"** mean disablement which commences 90 days after the date of an Accident and which is Permanent and which entirely and forever prevents the Insured Person from attending to any business or gainful occupation of any and every kind or if he/she has no business or occupation from attending to any Activities of Daily Living.

**"Policy Period"** shall mean the period for which cover applies as stated at the beginning of the Policy Wording.

**"Public Place"** shall mean shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.

**"Qualified Medical Practitioner"** means any person legally authorized by the

Government in the geographical area of his or her practice to render medical or surgical service, but excluding a Medical Practitioner who is the Insured Person or an Immediate Family Member of the Insured Person.

**"Serious Injury Or Serious Sickness"** when applied to the Insured Person, is one which requires treatment by a Qualified Medical Practitioner and which results in that practitioner certifying that the Insured Person's life is in danger and the Insured Person being unfit to travel or continue with his/her original insured studies or travel, as applicable.

When "Serious Injury Or Serious Sickness" is applied to the Insured Person's Immediate Family Member(s), the same interpretation as aforesaid shall, *mutatis mutandis*, apply.

**"Sickness"** shall mean sudden and unexpected sickness or disease contracted and commencing during the Policy Period.

**"Terminal Sickness"** shall mean a Sickness suffered by the Insured Person which, in the opinion of a Qualified Medical Practitioner, is highly likely to lead to death within a 12 month period.

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

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

**"Ticket"** means an economy class ticket or similar purchased for travel on any Common Carrier.

**"Tuition"** means all legally required registration fees charged by the OEI named in the Schedule of Benefits for required courses (and any applicable laboratory fee for participation in said courses, exclusive of any extra-curricular course fees), and any cost for the use of facilities for attending said courses. For the purpose of this definition, costs associated with room and board and/or textbooks (whether required or not) are not covered.

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

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

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

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

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

1. Self-inflicted Injury; suicide or attempted suicide while sane or insane;
2. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
3. An Insured Person who travels in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria;
4. An Insured Person who is:
  - (i) a Terrorist;
  - (ii) a member of a terrorist organization;
  - (iii) a narcotics trafficker; or
  - (iv) a purveyor of nuclear, chemical or biological weapons;
5. Any illegal or unlawful act by the Insured Person;
6. As a result of, or in connection with the commission of a felony offense;
7. Pregnancy, childbirth, miscarriage, any Injury or Sickness associated with pregnancy or childbirth;
8. Sexually transmitted diseases;
9. AIDS or any Injury or Sickness evidenced by the presence of a sero positive test for HIV and related disease;
10. Hernia;
11. Routine physical checkups;
12. One the reasons for the journey outside of Hong Kong is to obtain medical care or advice of any kind;
13. Cosmetic or plastic surgery, except as a result of an Accident;
14. Elective surgery;
15. Mental and nervous disorders or rest cures;
16. In connection with alcoholism or drug addiction, or use of any drug or narcotic agent;
17. The Insured Person taking part in any kind of motor racing, or engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport;

18. The Insured Person participating in any competition involving the use of a motorized land, water or air vehicle, or from the consequences on the Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 125 cm<sup>3</sup>.
19. Specific named hazards: hang gliding, mountaineering, rock climbing/repelling, sky diving, and piloting an aircraft;
20. The Insured Person engaging in naval, military or airforce service or operations; armed force/ disciplinary force or service; being as a crew member or an operator of any air carrier; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives; employed as driver of any kind of conveyance; employed or engaging in any kind of labor work or as an animal trainer, diver, domestic helper, jockey, newspaper-war correspondent, security guard, stuntman, while working in casino, disco, construction site, farm, factory, hospital, kitchen of a restaurant, or night club.
21. Treatment paid for or furnished under any other individual or group policy, or other service or medical pre-payment plan arranged through employer to the extent so furnished or paid, or under any mandatory government program or facility set up for treatment without cost to any individual;
22. A government or government authority seizing, withholding or destroying anything of the Insured Person or any prohibition by or regulation or intervention of any government or government authority.
23. Any expenses that can be compensated from any other sources - except for Section 4 - Personal Accident, Section 9 - Overseas Hospital Cash, Section 10 - Kidnapping Benefit, Section 13 - Travel Delay and Section 14 - Baggage Delay.
24. Any pre-existing medical condition which includes any condition for which the Insured Person or an Immediate Family Member has received medical treatment, diagnosis consultation or prescribed drugs, or a condition for which medical advice or treatment was recommended by a Qualified Medical Practitioner during a six (6) month period preceding the Policy Effective Date or any renewal or plan up-grade thereof, unless in respect of Insured Person's conditions only, the Insured Person has been insured under this Policy for twelve (12) consecutive months.

## POLICY PROVISIONS

### 1. AGE LIMIT

Coverage is available to Hong Kong legal resident aged from twelve (12) to seventy (70) years of age.

### 2. RENEWAL CONDITIONS

This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at the Company's premium rate in force at the time of renewal, subject to the Company's right to decline renewal of this Policy on any anniversary date of the Policy upon giving thirty (30) days prior written notice mailed or delivered to the Insured Person's last known address of the Company's intention not to renew the Policy, or to condition its renewal upon reduction of limits, increase in premium, elimination of coverage, or any combination thereof. The Company's acceptance of premium coupled with its renewal confirmation shall constitute its consent to renewal. Unless renewed as herein provided, this Policy shall terminate, at the expiration of the period for which premium has been paid. The Company reserves the right to change, from time to time, the table of rates applicable to premiums thereafter becoming due under this form of Policy.

### 3. GRACE PERIOD

A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, and unless outstanding premium is paid within the grace period and unless the Policy has not otherwise been cancelled earlier in accordance with the provisions of this Policy, the Policy shall be deemed cancelled as from the due date for the payment of the outstanding premium. No grace period shall be granted for the payment of the first premium and failure to effect payment thereof according to the Company's demand shall render this Policy void from inception.

### 4. COMPLYING WITH POLICY CONDITIONS

The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with by an Insured Person and the truth of the statements and answers in any proposal and/or application and of evidence required from an Insured Person in connection with this insurance shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 5. NOTICE OF CLAIM

Written notice of claim must be given to the Company within thirty (30) days after occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. Notice given by or on behalf of an Insured Person to the Company with information sufficient to identify the Insured Person, shall be deemed notice to the Company.

### 6. CLAIM FORMS

The Company, upon receipt of a notice of claim will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days after receipt of such notice the claimant shall be deemed to have complied with requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy of filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.

### 7. PROOFS OF LOSS

Written proof of loss must be furnished to the Company at one of its local offices within sixty (60) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give

proof within such time, provided such proof is furnished as soon as reasonably possible and not later than one (1) year from the time proof is otherwise required.

## 8. FRAUDULENT CLAIMS

If the claim should be, in any respect, fraudulent or if any fraudulent means or devices were used by the Policyholder/Insured Person or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited, and this Policy shall be cancelled immediately, without any pro-rata return of premiums.

## 9. FITNESS TO TRAVEL

At the time of effecting this insurance the Insured Person must be fit to travel and not be aware of any circumstances which can lead to claim under this Policy, otherwise any claim can be jeopardized.

## 10. POLICY INTERPRETATION

The Policy shall be interpreted in accordance with Hong Kong laws.

## 11. PHYSICAL EXAMINATION AND AUTOPSY

The Company at its own expense shall have the right and opportunity to conduct medical examination on the Insured Person when and as often as it may reasonably require during the pendency of a claim under Section 4 - Personal Accident and Section 10 - Kidnapping Benefit of this Policy and to make an autopsy in the case of death where it is not forbidden by law.

## 12. LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

## 13. SUBROGATION

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

## 14. TO WHOM INDEMNITIES PAYABLE

Any indemnity paid for loss of life shall be payable to the Insured Person's estate. All other indemnities of this Policy shall be payable to the Insured Person or if the Insured Person is below age of 18 years, to the legal guardian on behalf of the Insured Person, except under Section 2 - Education Fund, Section 6 - Emergency Medical Evacuation and Section 7 - Repatriation of remains where relevant amounts will be paid directly to the OEI or provider of services in accordance with the terms of this Policy.

## 15. MISSTATEMENT OF AGE

In the event the age of the Insured Person has been misstated, and if according to the correct age of the Insured Person, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of the Company during the period the Insured Person is not eligible for coverage shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

## 16. CANCELLATION

The Company may cancel this Policy at any time by written notice delivered to the Insured Person or mailed to his/her last known address as shown by the records of the Company stating when such cancellation shall be or shall have been deemed effective. In the event of such cancellation, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. Such cancellation shall be without prejudice to any claim originating prior thereto.

In the event the Policy is cancelled by the Policyholder, the earned premium shall be computed in accordance with the short rate table used by the Company at the time of cancellation.

Duration of Period of Insurance	Refund to Policyholder exhausted
2 months (Minimum)	60%
3 months	50%
4 months	40%
5 months	30%
6 months	25%
Over 6 months	Nil

## 17. POLICY TERMINATION

This Policy shall be terminated in any one of the following circumstances:

- All coverage under this Policy will be terminated when any premium pertaining to the Policy is not paid at the end of the Grace Period and termination shall be deemed effective as from the relevant due date for payment of premium; or
- Upon the death of the Insured Person; or
- Upon the payment of 100% of benefits as provided for Personal Accident under Section 4 of this Policy; or
- The Policy Expiry Date; or
- the date the Insured Person returns permanently to Hong Kong after completion or interruption of his/her education at the OEI; or
- The individual coverage of the Insured Person under this Policy will be terminated on the next premium due date following attainment of seventy (70) years of age.

## 18. STATUS CHANGES

The Policyholder/Insured Person must notify the Company forthwith of any change in respect of the information provided in his application for this Policy including but not limited to the name and address of the OEI. In the event of failure to provide prompt

notification, the Company reserves the right to refuse or invalidate all claims under this Policy.

## 19. RECEIPT OF PAYMENT

Except only in those specific cases where corresponding rules and regulations which now are or may hereafter be in force provide for the payment of the stipulated premiums in periodic installments at fixed percentages, it is hereby agreed, declared and warranted that this Policy shall be deemed effective, valid, and binding upon the Company only when the premiums therefor have actually been paid in full and duly acknowledged in a receipt signed by the Company.

## 20. ASSIGNMENT

No assignment of interest under this Policy shall be binding upon the Company. The Company does not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of the Company shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

## 21. RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by the Company and/or its authorized representative for a claim which is not covered under the Policy or when the limit of liability of this insurance exceeds, the Company reserves the right to recover the said exceeded sum from the Insured Person/Policyholder, who shall indemnify the Company for all such payment not so covered or which has exceeded the limit of liability of this insurance.

## 22. COMPLIANCE WITH POLICY PROVISIONS

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

## 23. DATA PRIVACY

The Policyholder/Insured Person agrees that:

- the personal data collected during the application process or administration of this policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).
- AIG HK may use the Policyholder/Insured Person's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured to use such contact details for this purpose).
- AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
  - third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
  - financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
  - in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);
  - for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;
  - another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
  - other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.
- The Policyholder/Insured Person may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at [www.aig.com.hk](http://www.aig.com.hk).

## 24. CHANGE OF OEI

It is a condition of this Policy that any change of OEI shall be subject to the underwriting review and assessment of the Company and such change together with any information connected therewith including name and address of the new OEI shall be immediately reported to the Company.

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## TRAVEL GUARD SERVICES

For any emergency, please call Travel Guard Assistance Hotline:

**852-3516 8699**