

# Plan 1: Smart *Challenger Home Insurance*

## DEFINITIONS

Certain words in the Policy have special meanings. These words have the same meaning wherever they are used in the Policy or Schedule. These are given below or defined at the beginning of the appropriate Section.

You/Your/The Insured	The person named as the policyholder in the Schedule and each member of the policyholder's immediate family normally residing in the home.
We/Us/The Insurer	AXA General Insurance Hong Kong Limited.
AXA General Insurance	
Navigator	Navigator Insurance Brokers Ltd.
Hong Kong	The territorial limits of Hong Kong.
Household goods	These include tenants furniture, fixtures, fittings and interior decorations, and electrical appliances.
Valuables	This means jewellery, articles of gold, silver, or other precious metals, watches, furs, cameras and binoculars, antiques and works of art, collections of stamps, coins and medals.
Money	This means cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, trading stamps, all held for social and domestic purposes.
Personal effects	This means clothes and articles of a strictly personal nature likely to be worn, used or carried. It does not include valuables or money.
Home	The private residence shown in the Schedule and any balconies, verandahs, patios, garages or outbuildings used for domestic purposes only and forming part of the property.
Unoccupied	Not lived in by you or by a person authorized by you.
Domestic helper	A person employed under an Employment Contract as governed by the Immigration Ordinance (Chapter 115) by you as an overseas domestic helper in your home, or as a gardener or chauffeur, provided that he/she is between 18 and 60 years of age, and not related to you.
Legislation	The Employees' Compensation Ordinance in force at the time of the accident.
Injury	Bodily injury resulting solely, directly and independently of all other causes from an accident caused by external violent and visible means.
Accident	As referred to in the definition of injury means a sudden unforeseen and fortuitous event.

## CONDITIONS (these apply to all Sections)

You must comply with the following Conditions to have the full protection of your Policy. If you do not comply with them we may cancel the Policy or refuse to entertain your claim.

### 1 Precautions

You must

- take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to safeguard your property from loss or damage
- take all reasonable precautions to prevent accidents and disease
- comply with all statutory obligations

### 2 Claims

If any accident, injury, loss or liability happens which may give rise to a claim,

you must

- give written notification to Navigator or us as soon as reasonably possible
- inform the police immediately if property is lost or stolen, or malicious damage is suspected
- take all reasonable steps to minimize the damage and recover any missing property
- send to Navigator or us immediately any writ or summons and as soon as possible any letter, claim, or other document
- notify Navigator or us immediately of any impending prosecution, inquest or fatal inquiry
- ensure that proper medical and surgical advice is obtained and followed by your domestic helper as soon as possible after any accident, injury or illness

- at your expense, or at the expense of any person representing you, provide Navigator or us with certificates, information and other documents as we may reasonably require, including valuations and/or photographs of items lost or damaged

you must NOT

- admit or deny any claim made by someone else against you or make any agreement with them

We have the right to negotiate, settle or defend any such claim in your name and on your behalf. We can also use any legal right of recovery you have.

We are entitled to request

- an examination by a medical referee appointed by us for a non-fatal injury
- a post-mortem examination in the event of death

### 3 Cancellation

This Policy can be cancelled as follows

- if we receive written notice from you of your intention to cancel the Policy, cancellation will take effect on the first day of the following month
- if we send at least 7 days written notice by registered letter to you at your last known address, cancellation will take effect on the first day of the following month
- in the event of non-payment of premiums, cancellation will take effect thirty (30) days after they have become due (excluding a billing error)

### 4 Our right to recovery

If we are obliged by legislation to pay an amount for which we would not otherwise be liable, you must repay such amount to us.

5 Fraud

If you or anyone acting for you makes a claim under the Policy knowing the claim to be false or fraudulently inflated we will not pay the claim and all cover under the Policy will be forfeited.

6 Arbitration

If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator in Hong Kong. The arbitrator will be appointed jointly by you and us in accordance with the law at the time.

If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by you and one by us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.

You may not take legal action against us over the dispute before the arbitrator has reached a decision.

7 Other insurance(s)

If any accident, injury, loss or liability insured by this Policy is covered by any other insurance we will only pay our rateable proportion.

8 Notification of changes

You must notify us as soon as possible in writing of any change which may affect this insurance and in particular, any change of address and any increase or decrease in the value of your property that may result in your sum insured being different to that provided by the band that you have selected. If you are in any doubt please let us know.

---

**WHAT IS NOT COVERED**  
**(these Exclusions apply throughout your Policy)**

---

(A) We will not pay for

1. Any loss, damage or liability occasioned by, or happening through, confiscation or detention by customs, or other officials or authorities.
2. Any accident, injury, disease, loss or liability occasioned by, or happening through, war, invasion act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
3. Any loss, damage, or liability, occasioned by, or happening through, acts of terrorism committed by any person, or persons, acting on behalf of, or in connection with, any organization.
4. Any loss or damage to any property, or any loss expense, or any consequential loss, or any legal liability (except as covered under Section 3), directly or indirectly caused by, or contributed to, or arising from
  - i ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

(B) War and Terrorism Exclusion (NMA2918)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss,

damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

i war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

ii any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(C) Pollution and Contamination Exclusion Clause

This insurance does not cover any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by pollution or contamination which itself from a peril insured against.

(D) Electronic Data Endorsement B (IT / Cyber Risk Clarification Clause) (NMA 2915)

i. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not

limited to "Trojan Horses", "worms" and "time or logic bombs".

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils : Fire  
Explosion

ii. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

HOW WE SETTLE CLAIMS

We will at our option pay in cash the amount of the loss or damage, or may repair, reinstate or replace the lost or damaged property.

1 Matching sets and suites

An individual item of a matching set of articles, suite of furniture,

sanitaryware or other bathroom fittings is regarded as a single item. We will pay you for individual damaged items but not for undamaged companion pieces.

2 Will a deduction be made for wear and tear?

There may be a deduction for wear and tear to clothes, furs, footwear, household linen, curtains and upholstery. There will be no other deduction for all your other household contents provided that you have maintained them in good repair and that the sum insured represents a reasonable estimation of the full cost of replacement as new.

SECTION 1 – HOUSEHOLD CONTENTS

What are household contents ?

Household goods, valuables, money and personal effects while they are in the home or your office or your spouse's office in Hong Kong and provided that

- they belong to you or you are legally responsible for them and
- they are mainly used for private purposes

The following limits applied for any one claim or during any one year

Loss of or damage to household goods up to HK\$100,000 per item or personal effects

For office contents occasionally situated at home up to HK\$50,000 subject to an excess of HK\$500

Items which are not covered

- 1 Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically and electrically propelled vehicles (which includes motor cycles), but lawn-mowers and garden implements are covered.
- 2 Parts, accessories, tools, fitted radios, cassette players, compact disc players and telephones installed in the items excluded in 1 above.
- 3 Landlords fixtures and fittings, except as covered under the 1.3 Liability to the owner of the home on Page 5
- 4 Property more specifically insured by any other insurance.
- 5 Animals.
- 6 Food and drink.
- 7 Plants
- 8 Property primarily used for business or employment purposes.
- 9 Contact lenses.
- 10 Damage to sports equipment whilst in us

#### What is covered

Your Policy covers accidental loss or damage to household contents while they are in the home or your office or your spouse's office in Hong Kong.

We will not pay more in total than the Household contents sum insured, as stated in the Schedule, for any one claim, subject to the limits stated in the Schedule, during any one year.

We will not pay more than HK\$5,000 for

- your money lost at home, and
- your liability under the terms of any credit card agreement as a result of its unauthorized use by any person not related to or residing with you

We will not pay more than HK\$100,000 for any one item unless specified in the Schedule.

An Insured person cannot claim under both Section 1 and 2 for the same loss.

#### What is not covered

##### Loss or damage

- caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, moth, vermin, atmospheric or climatic condition, the action of light, dyeing, any process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown or derangement
- caused by chewing, scratching, tearing or fouling by domestic animals
- to articles of glass, china, porcelain, earthenware or stone (or other articles of a similarly brittle material) except as covered under the 1.2 Damage to brittle items on page 4
- arising from depreciation in value, or consequential loss
- arising from the wilful act of the Insured, members of his/her family, or any relative residing in the home
- caused by theft or attempted theft from the home while the home has been unoccupied for more than 30 consecutive days
- caused by escape of water from a fixed water, drainage or heating installation, or any washing machine or water bed while the home has been unoccupied for more than 30 consecutive days
- caused by water or wind-driven rain and arising from lack of maintenance or faulty workmanship
- caused by theft in the home should any part be let
- caused by theft from any unattended vehicle
- which are not reported within 24 hours after discovery to the police (applicable to lost of money or credit cards)
- caused by depreciation, confiscation or shortage due to errors or omissions (applicable to loss of money)
- any loss unless you have complied with the terms and conditions of the issuing authority (applicable to loss of credit cards)
- which are not reported to the issuer of the card within 24 hours after discovery (applicable to loss of credit cards)

You should also refer to the Policy Exclusions shown on page 3 of this booklet.

---

## ADDITIONAL BENEFITS (the following free additional benefits are included in this Section)

---

### 1.1 Replacement of locks

We will pay for the cost of replacing windows, door locks and keys of the home with items that are similar, but not better, following a theft or attempted theft, up to the amount stated in the Schedule, during any one year.

#### What is not covered

You should also refer to the Policy Exclusions shown on page 1&2 of this booklet.

### 1.2 Damage to brittle items

We will pay for loss or damage to articles of glass, china, porcelain, earthenware or stone or other articles of a similarly brittle material, up to a maximum of HK\$5,000 during any one year.

#### What is not covered

The first HK\$500 of any loss.

You should also refer to the Policy Exclusions shown on page 1&2 of this booklet.

### 1.3 Liability to the owner of the home

(applicable if the house is rented)

We will pay for the following loss or damage to the home for which you are legally liable as tenant

- accidental breakage of fixed glass in windows, doors, skylights and verandahs, and fixed sanitaryware and bathroom fittings
- caused by escape of water from a fixed water, drainage or heating installation, or any washing machine or water bed

We will not pay more than the amount shown in the Schedule for any one claim, during any one year.

The maximum amount, we will pay, for Section 1.3 and 3, is HK\$5,000,000 for any one claim during any one year.

#### What is not covered

### 1 Liability arising from

- any wilful or malicious act
- the pursuit by you of any trade business profession or employment
- the occupation of any land or building other than the home as specified in the Schedule
- the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles (which includes motor cycles)
- any agreement where such liability would not have attached in the absence of such agreement
- any criminal activity

### 2 Any cost arising from wear and tear or making good the home, whether you are legally liable for such costs under the terms of any tenancy agreement or not.

You should also refer to the Policy Exclusions shown on page 1&2 of this booklet.

### 1.4 Newly Acquired Articles

We will pay for the loss of or damage to newly acquired articles up to a maximum article limited stated in section 1 and 2, provided you notify us within 30 days of the purchase.

#### What is not covered

You should also refer to the Policy Exclusions shown on page 3 and section 2 on page 4 of this booklet.

### 1.5 Property of domestic helper

We will pay for loss of or damage to clothing and personal effects of Insured's domestic helper(s), up to a maximum of HK\$10,000 during any one year.

#### What is not covered

You should also refer to the Policy Exclusion shown on page 3 of this booklet.

---

### Section 2 – PERSONAL BELONGINGS

---

#### What is covered

Accidental loss or damage to valuables, money and personal effects belonging to you occurring anywhere in the world.

We will not pay more in total than the Personal belongings amount shown in the Schedule for any one claim, subject to the limits stated in the Schedule, during any one year.

The following limits applied

For any one article	HK\$30,000 unless otherwise specified in the Schedule
For portable phone or digital Organizers	up to HK\$1,000 handheld
For Money and Credit cards	up to HK\$5,000
For office contents anywhere in your custody	up to HK\$25,000 subject to an excess of HK\$500

Your liability under the terms of any credit card agreement as a direct result of its unauthorized use by any person not related to or residing with you.

We will not pay claims under both Section 1 and 2 for the same loss.

#### What is not covered

- 1 Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles).
- 2 Parts, accessories, tools, fitted radios, cassette players, compact disc players and telephones installed in the items excluded in 1 above.
- 3 Property more specifically insured by any other insurance.
- 4 Contact lenses.
- 5 Documents.
- 6 Animals, plants.
- 7 Food and drink.
- 8 Property primarily used for business purposes.
- 9 Loss or damage caused by any process of cleaning, restoring, altering or repairing, atmospheric conditions, wear and tear, moth, vermin or insects.
- 10 Breakage of glass or articles of a brittle nature (other than jewellery) while being handled or actively used.
- 11 Mechanical or electrical breakdown or derangement.
- 12 Depreciation in value or consequential loss.
- 13 Damage to sports equipment while in use. Camping equipment.
- 14 Caused by water or wind-driven rain and arising from lack of maintenance or faulty workmanship.
- 15 Caused by theft from any unattended or convertible vehicles.
- 16 Arising from the wilful act, intentional vandalism or damage by the Insured, members of his/her family, or any relatives.
- 17 Which are not reported within 24 hours after discovery to the police (applicable to lost of money or credit cards).
- 18 Caused by depreciation, confiscation or shortage due to errors or omissions (applicable to lost of money).
- 19 Any loss unless you have complied with the terms and conditions of the issuing authority (applicable to loss of credit cards).
- 20 Which are not reported to the issuer of the card within 24 hours after discovery (applicable to lost of credit cards).

You should also refer to the Policy Exclusions shown on page 1&2 of this booklet.

---

### Section 3 – PERSONAL LIABILITY

---

#### What is covered

Any amount that you and your domestic helper (while he/she is performing the duties) become legally liable to pay as damages for

- accidental injury to any person
- accidental loss or damage to their property

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.

We will not pay more than the amount shown in the Schedule for damages payable for any claim or claims arising from one event, during any one year.

The maximum amount, we will pay, for Section 1.3 and 3, is HK\$5,000,000 for any one claim during any one year.

#### What is not covered

- 1 Liability in respect of injury to you, or any person under a contract of service with you, and arising out of, and in the course of, such person's employment by you.
- 2 Liability in respect of loss or damage to property belonging to you or in your custody or control.
- 3 Liability arising from
  - any wilful or malicious act
  - the pursuit by you of any trade business profession or employment
  - the occupation of any land or building other than the home as specified in the Schedule
  - the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles (which includes motor cycles)
  - any agreement where such liability would not have attached in the absence of such agreement
  - the ownership of any land or building
  - any criminal activity
- 4 Liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a court of competent jurisdiction in Hong Kong.
- 5 Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.

You should also refer to the Policy Exclusions shown on page 3 of this booklet.

## Plan 2: SmartHelper Domestic Helper Insurance (Optional Cover)

Welcome to your AXA General Insurance SmartHelper Domestic Helper Insurance Policy.

Your Policy consists of

the proposal form

the terms & condition as shown in this jacket

the Schedule

Your Schedule shows

details of your cover

the period of insurance

any special terms that may apply to your Policy

Following payment of the premium stated in the Schedule we will, in the event of accident, injury or loss happening during the period of insurance anywhere in Hong Kong (unless stated otherwise in the Schedule), provide insurance as described in the following pages for those Sections you have chosen.

Please read this jacket together with your Schedule to make sure you know what cover is provided.

### DEFINITIONS

Certain words in the Policy have special meaning. These words have the same meaning wherever they are used in the Policy or Schedule. These are given below or defined at the beginning of the appropriate Section.

**You/Your/The Insured** The person named as the policyholder or Insured in the Schedule.

**We/Us/The Insurer/  
The Company /  
AXA General Insurance** AXA General Insurance Hong Kong Limited.

**Hong Kong** The territorial limits of Hong Kong.

**Domestic Helper** Overseas domestic helper  
A person employed under an Employment Contract as governed by the Immigration Ordinance (Chapter 115) by you as an overseas domestic helper in your home, or as a gardener provided that he/she is between 18 and 60 years of age, and not related to you (unless stated otherwise in the Schedule).

**Legislation** The Employees' Compensation Ordinance in force at the time of the accident.

**Employee** A person who is within the meaning of the legislation.

**Hospital** Any institution lawfully operated for the care and treatment of injured persons with organised facilities for diagnosis and surgery, having 24 hours per day nursing service and medical supervision, but not including any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or

treatment of alcoholics or drug addicts.

**Hospital Patient** A patient necessarily and continuously confined to a hospital, under the care of a medical practitioner for more than 24 hours, confinement being certified as necessary by the attending medical practitioner.

**Injury** Bodily injury resulting solely, directly and independently of all other causes from an accident caused by external violent and visible means.

**Accident** As referred to in the definition of injury means a sudden unforeseen and fortuitous event.

**Total disablement** The inability of the Insured employee to engage in, or attend, any business or occupation as specified in the Schedule.

**Permanent** Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of improvement.

### CONDITIONS (these apply to all Sections)

You must comply with the following Conditions to have the full protection of your Policy. If you do not comply with them we may cancel the Policy or refuse to deal with your claim.

1. Precautions

You must

- take all reasonable precautions to prevent accidents and disease
- comply with all statutory obligations

2. Claims

If any accident, injury, loss or liability happens which may give rise to a claim,

you must

- give written notification to us as soon as reasonably possible
- send to us immediately any writ or summons and as soon as possible any letter, claim, or other document
- notify us immediately of any impending prosecution, inquest or fatal inquiry
- ensure that proper medical and surgical advice is obtained and followed by the domestic helper as soon as possible after any accident, injury or illness
- at your expense, or at the expense of any person representing you, provide us with certificates, information and other documents as we may reasonably require

you must NOT

- admit or deny any claim made by someone else against you or make any agreement with them

We have the right to negotiate, settle or defend any such claim in your name and on your behalf. We can also use any legal right of recovery you have.

We are entitled to request

- an examination by a medical referee appointed by us for a non-fatal injury
  - a post mortem examination in the event of death
3. Cancellation
- We may cancel the Policy by sending 7 days notice by registered letter to you at your last known address. We will return a proportionate part of the premium providing no claims have been made.
- You may also cancel the Policy at any time by sending 7 days written notice. If there has been no claim during the current period we will return a proportionate part of the premium.
4. Our right to recovery
- If we are obliged by legislation to pay an amount for which we would not otherwise be liable, you must repay such amount to us.
5. Fraud
- If you or anyone acting for you makes a claim under the Policy knowing the claim to be false or fraudulently inflated we will not pay the claim and all cover under the Policy will be forfeited.
6. Arbitration
- If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator in Hong Kong. The arbitrator will be appointed jointly by you and us in accordance with the law at the time.
- If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by you and one by us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.
- You may not take legal action against us over the dispute before the arbitrator has reached a decision.
7. Other insurance(s)
- If any accident, injury, loss or liability insured by this Policy is covered by any other insurance we will only pay our rateable proportion.
8. Renewal
- If your domestic helper reaches the age of 65 during the period of insurance, this Policy will not be renewable at the end of that period (unless stated otherwise in the Schedule).
- We are not obliged to accept any renewal premium or to send you notice of any renewal premium becoming due.
9. Notification of changes
- You must notify us as soon as possible in writing of any change which may affect this insurance, including notice of changing of your domestic helper and notice of any disease or physical or mental defect or infirmity affecting your domestic helper.

---

## SECTION 1 – LIABILITY TO DOMESTIC HELPERS

---

### What is covered

Any amount that you become legally liable to pay under the legislation as damages for injury (including death or disease) to your domestic helper arising out of, and in the course of, his/her employment by you.

We will not pay more than the total amount shown in UEC01 in this section for Liability to domestic helpers, for any one event.

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.

### UEC01 – ECI Limit of liability endorsement

Policy Limit of liability: HK\$100 million any one event inclusive of all costs and

expenses in pursuant to subsection 40(1) of the Employees' Compensation Ordinance

1. In respect of any one claim or a series of claims resulting from or arising out of one event, the Insurer's indemnity to the Insured under this Policy, including costs and expenses incurred with the Insurer's written consent, and irrespective of the number of persons or insureds claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified above as the policy limit of liability.
- The term "any one event" has the meaning assigned to it by the legislation.
2. At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Insurer may pay to the Insured the policy limit of liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Insurer shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Insurer in connection with such defence settlement or proceedings or of the Insurer relinquishing such conduct nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Insurer shall have relinquished such conduct.
  3. Notwithstanding Condition (7) of this Policy, if at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy. This Policy is not to be called upon in contribution and, subject to the policy limit of liability, is only to pay any amount if and so far as not recoverable under other insurance.
  4. Where this "UEC01 – ECI Limit of liability endorsement" is at variance with or inconsistent with anything contained in this Policy, this "UEC01 – ECI Limit of liability endorsement" shall prevail and take precedent.
  5. ECTE - Employees' Compensation Insurance – Terrorism Endorsement
- Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:
- (A) The policy limit of indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11<sup>th</sup> January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
  - (B) The Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
  - (C) For the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Loss does fall within the exceptions or any other conditions leading to no payment

for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this endorsement, the burden of proving the contrary shall be upon the Insured.

In the event any part of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### What is not covered

1. Liability accepted under an agreement unless the liability would have existed anyway.
2. Any sum which you would have been entitled to recover from any party but for an agreement between you and such party.
3. Any surcharge for which you may become liable under the Employees' Compensation Ordinance.
4. Liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a Court of competent jurisdiction in Hong Kong.
5. Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.
6. Liability arising directly or indirectly from Pneumoconiosis.

---

### SECTION 2 – HOSPITAL SURGICAL CLINICAL AND OTHER EXPENSES

---

#### What is covered

#### 2.1 Hospitalization & surgical expenses

Necessary medical treatment expenses from hospital for surgery or treatment of sickness, or injury resulting from an accident, including all daily room and board expenses incurred by your domestic helper while he/she is a hospital patient, up to a maximum of HK\$350 per day.

All surgical and all other miscellaneous expenses incurred by your domestic helper for procedures involving surgery performed in the hospital and for which surgery benefits are payable under hospital treatment expenses, up to a maximum of HK\$15,000 per operation.

We will not pay more than HK\$30,000 for Hospitalization and surgical expenses, during any one year.

#### 2.2 Out-Patient (clinical) expenses

Necessary medical treatment expenses from a clinic for sickness or bodily injury resulting from an accident including consultation, prescribed medicine, laboratory and x-ray charges, incurred by your domestic helper where treatment is carried out by a legally qualified and registered medical practitioner, up to a maximum of HK\$200 per visit per day. Also this section covers bonesetters' fees up to HK\$100 per visit per day with a maximum of HK\$500 per policy year.

We will not pay more than HK\$4,000 for Out-patient expenses, during any one year.

#### What is not covered

1. Death, injury, illness, charges, cost, or liability caused directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness

including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused.

2. Sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them.
3. Suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act.
4. Mental or nervous disorders, alcoholism, or drug addiction.
5. Cosmetic surgery unless due to injury.
6. Pre-existing ailments or conditions (applicable to Section 2.1 only).
7. Dental care or surgery unless due to injury.
8. Injury or illness caused or sustained outside Hong Kong.
9. Any expense incurred outside Hong Kong.
10. Local helper

---

### SECTION 3 – DENTAL EXPENSES

---

#### What is covered

Emergency dental expenses incurred by your domestic helper where such dental work is carried out by a legally qualified and registered dentist, up to HK\$200 per visit per day.

We will not pay more than HK\$2,500 for Dental expenses, during any one year.

#### What is not covered

1. Routine examination.
2. Scaling, polishing or cleaning.
3. Crowning, bridges, braces and dentures.
4. Dental prosthetics involving precious alloy restorations.
5. Any expense incurred outside Hong Kong.
6. Local helper

---

### SECTION 4 – PERSONAL ACCIDENT

---

#### What is covered

We will pay up to HK\$100,000 in the event that

- your domestic helper sustains injury, during rest days, resulting directly and independently of any other cause within one year in death loss or disablement

The benefits payable are as per the scale on percentage applies to HK\$100,000 shown as below

Accidental Death	100%
Permanent Total Disablement	100%
Loss by severance of two or more limbs	100%
Total and irrecoverable loss of all sight in both eyes	100%
Loss by severance of one limb and total and irrecoverable loss of all sight of one eye	100%
Loss by severance of one limb	50%
Total and irrecoverable loss of all sight in one eye	50%

We will not pay more than HK\$100,000 for Personal Accident, during any one year.

Payment will be made to your domestic helper or their legal beneficiary.

#### Special Conditions

You must notify us in writing as soon as reasonably possible and always within three months of any accident likely to give rise to a claim.

We are entitled to request

1. an examination by a medical referee appointed by us for a non-fatal injury
2. a post-mortem examination in the event of death

What is not covered

1. Death, injury, charges, cost, or expense caused
  - by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act
  - by pre-existing physical or mental defect, illness, or infirmity
  - by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription
  - directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused
  - by sexually transmitted disease, pregnancy, miscarriage, or childbirth or complications arising from any of them
2. Death, injury, charges, cost, or expense arising from
  - air travel except as a passenger in a fully licensed, scheduled, passenger carrying aircraft
  - regular or temporary, military or police duties
3. Death, injury, charges, cost, or expense caused by your domestic helper taking part in
  - mountaineering or rock climbing using ropes or guides
  - underwater activities necessitating the use of underwater breathing apparatus
  - parachuting
  - pot-holing
  - racing (other than on foot or while swimming)
  - bungee jumping
  - professional sports
  - winter sports
  - motor cycling
4. Death or injury outside Hong Kong.
5. Death or injury arising out of and in the cause of employment activities.
6. Local helper

---

#### SECTION 5 – REPATRIATION EXPENSES

---

What is covered

Your contractual liability to repatriate your domestic helper to his/her home country before expiry of the domestic helper's contract in the following circumstances

1. Death – the actual cost of returning the remains.
2. Inability to complete the contract due to medical unfitness as certified by a registered medical practitioner. We will pay for the economy class airfare from Hong Kong to the domestic helper's home country.

We will not pay more than HK\$10,000 for Repatriation expenses, during any one year.

What is not covered

1. Death, injury, illness, charges, cost, or liability caused directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused.
2. Sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them.
3. Suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act.
4. Mental or nervous disorders, alcoholism, or drug addiction.
5. Pre-existing ailments or conditions.
6. Injury or illness caused or sustained outside Hong Kong.
7. Local helper

---

#### SECTION 6 – ADDITIONAL BENEFITS

---

What is covered

- 6.1 Re-hiring expenses  
Necessary expenses incurred in hiring a replacement domestic helper, including air ticket, agency fees and processing fees, in the event that your domestic helper is repatriated or his/her mortal remains are returned to his/her home country and a valid claim is payable under Section 5 of this Policy.  
We will not pay more than HK\$10,000 for Re-hiring expenses, during any one year.

What is not covered

1. Local helper
2. Events not covered under Section 5 of this Policy.
- 6.2 Hospital cash subsidy  
Loss of service expenses if your domestic helper is hospitalized as an in-patient for treatment or surgery for a period of five consecutive days or more, and a valid claim is payable under Section 2.1 of this Policy up to a maximum of HK\$200 per day, but not exceeding HK\$6,000 for Hospital cash subsidy, during any one year.

What is not covered

1. Local helper
2. Events not covered under Section 2 of this Policy.
- 6.3 Loan protection  
The amount of any financial loan you make to your domestic helper which cannot be repaid if your domestic helper is repatriated or his/her mortal remains are returned to his/her home country and a valid claim is payable under Section 5 of this Policy, provided that satisfactory documented evidence of the loan is provided.  
We will not pay more than HK\$10,000 for Loan protection, during any one year.

What is not covered

1. Local helper
2. Events not covered under Section 5 of this Policy.

---

#### GENERAL EXCLUSIONS

---

(A) We will not pay for

1. Any accident, injury, disease, loss or liability occasioned by, or happening

through, war, invasion act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.

2. Any loss, damage, or liability, occasioned by, or happening through, acts of terrorism committed by any person, or persons, acting on behalf of, or in connection with, any organization.
3. Any loss or damage to any property, or any loss or expense, or any consequential loss, or any legal liability (except as covered under Section 1), directly or indirectly caused by, or contributed to, or arising from
  - i ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion

of nuclear fuel

- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

---

## Plan 3: SmartTraveller Insurance (Optional Cover)

Policy coverage attaching to and forming part of Certificate of Insurance

---

AXA General Insurance Hong Kong Limited hereinafter called the "Company", agrees, subject to the terms, exclusions and conditions contained or endorsed herein, that if during the Period of Insurance contained within the Schedule, any Insured Person suffers loss as shown below, the Company will indemnify such Insured Person to the extent as defined.

---

### INTERPRETATION

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Certificate shall bear such meaning wherever it may appear.

- 1 Policyholder - means Individual or business entity/company who owns the insurance policy.
- 2 Insured Persons – means Insured Person(s) named in the Certificate. In case of the Policyholder is a business entity/company, the "Insured Person(s)" are to be interpreted as "Insured Employee(s)" so long as they are named in the Certificate.
- 3 Child/Children – means dependent and unmarried child/children who are aged between thirty (30) days and under 18 years old as named in the Certificate.
- 4 Family – means Insured Person, his/her spouse and children (irrespective of the number) travelling with the Insured Person and/or his/her spouse for the entire period.
- 5 Journey – means travel originating from Hong Kong, and ceasing when the Insured Person returning and re-entering into Hong Kong (details as described in the Operation of Insurance

---

### GEOGRAPHICAL LIMITS

Worldwide

This Policy is only valid for travel originating from Hong Kong.

---

### OPERATION OF INSURANCE

- For Section 5 (Personal Money and Documents), insurance commences (1) at the time when the Certificate is issued OR (2) 24 hours before the Period of Insurance shown in the Certificate, whichever is the later.
- For Other Sections (except Section 8), refers to the Period of Insurance shown in the Schedule issued, commences when the Insured Person leaves his/her place of residence or business in Hong Kong (whichever is the earlier) to commence the journey until the time of return to his/her place of residence or business in Hong Kong (whichever is the later) on completion of the journey.

In any event, cover does not commence more than 24 hours prior to booked departure time and shall cease (1) upon the expiry of the Period of Insurance as specified in the Certificate or (2) 24 hours after booked return to Hong Kong, or arrival at final destination, whichever is the earlier.

- For Section 8 (Loss of Deposit or Cancellation), insurance is effective

immediately the Schedule is issued.

For Annual Cover, each journey shall not exceed sixty(60) days and covers end at (1) the last day of the Period of Insurance OR (2) the ending of Insured Person's last journey provided the journey is started within the Period of Insurance, whichever is the later.

---

### ANNUAL COVER

Cover is provided up to a maximum of 60 days with policy limits applied to each journey, irrespective of the number of journeys that are made within the policy period.

---

### 24-HOUR EMERGENCY ASSISTANCE SERVICE

A 24-hour Emergency Telephone Assistance Service offered by AXA Assistance is operated for the benefit of Insured Person so that, in the event of an Emergency medical problem or situation herein covered, help and advice will be given, and if necessary emergency repatriation will be arranged.

---

### SECTION 1 – MEDICAL AND OTHER EXPENSES

Maximum Limit per Insured person

a) Insured Person aged up to 70	HK\$1,000,000
b) Insured Person aged above 70	HK\$500,000
c) Insured Child	HK\$250,000

- (1) Medical, hospital, treatment expenses including Chinese herbalists and bonesetters fees\* and including the cost of dental treatment (as a result of accident only), emergency transportation to a registered medical institution, evacuation and repatriation expenses to Hong Kong under medical recommendation, additional accommodation and travelling expenses (including such additional expenses of a relative or friend required on medical advice to travel to, or remain behind with the Insured Person), necessarily incurred outside Hong Kong, within 12 months of the date of incident giving rise to the claim as a direct result of accidental bodily injury sustained or sickness contracted by the Insured Person during the Period of Insurance.

(\*N.B. Chinese herbalists and bonesetters fees are subject to a maximum of HK\$150 per visit per day, up to a maximum of HK\$2,000.)

- (2) Reasonable additional accommodation and travelling expenses (confined to economy class) incurred to return dependent children back to the Insured Person's place of residence in Hong Kong who are left unattended as a result of the Insured Person's hospitalisation.
- (3) Reasonable additional accommodation and travelling expenses (confined

to economy class) to Hong Kong, necessarily and unavoidably incurred as a result of (a) death, injury or illness of the Insured Person's spouse, parent, parent-in-law, child, brother, sister, fiancée, fiancé, grandparent, resident in Hong Kong or (b) hi-jack, or riot or civil commotion which first occurs during the Period of Insurance.

- (4) Reasonable charges in the event of death for burial or cremation of the Insured Person in the locality where death occurs or the reasonable cost of transport of body or ashes to Hong Kong for each Insured Person.

Sub-Limit per Insured Person HK\$200,000

- (5) Guarantee of hospital admittance deposit

Sub-Limit per Insured person HK\$20,000

- (6) Reasonable costs incurred by the Insured Person in engaging the services of a local translator/interpreter in the hospital where the Insured Person is confined caused by an insured accidental bodily injury or sickness, which occurred or was contracted abroad during the Period of Insurance, subject to the period of confinement exceeding 24 hours.

Sub-Limit per Insured Person HK\$5,000

Limit per day HK\$500

- (7) Reasonable additional accommodation and travelling expenses necessarily incurred by the Insured Person in reverting to his/her original travel schedule/itinerary and/or rejoining his/her original travelling companions following an interruption or disruption of that schedule/itinerary caused by an insured accidental bodily injury or sickness, which occurred or was contracted abroad during the Period of Insurance.

Sub-Limit per Insured Person HK\$5,000

- (8) A Hospital Cash Benefit is allowed to any Insured Person who is admitted to hospital for more than 24 hours as a result of an insured accidental bodily injury or sickness which occurred or was contracted during the Period of Insurance.

Sub-Limit per Insured Person HK\$5,000

Limit per day HK\$500

- (9) The necessary medical, hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees and Chinese herbalists and bonesetters fees\*) reasonably incurred by the Insured Person in Hong Kong within three months after the Insured Person's return from abroad, such expenses having resulted from an insured accidental bodily injury or sickness, which occurred or was contracted abroad during the Period of Insurance and which necessitated medical consultation whilst abroad.

(\*N.B. Chinese herbalists and bonesetters fees are subject to a maximum of HK\$150 per visit per day, up to a maximum of HK\$2,000.)

Sub-Limit per Insured Person HK\$75,000

## EXCLUDING

- 1 Treatment or aid obtained in Hong Kong (except as specifically provided for in benefits 8 and 9 above).
- 2 Surgery or medical treatment which, in the opinion of the medical practitioner treating the Insured Person, can be reasonably delayed until the Insured Person's return to Hong Kong or arrival in Country of final destination for travellers not returning to Hong Kong.
- 3 The additional cost of single or private room accommodation at a hospital, clinic or nursing home, except where the medical practitioner treating the Insured Person deems it necessary for the Insured Person to occupy such accommodation.

- 4 Medical consultation or treatment (other than Chinese herbalists and bonesetters), not received from local legally registered medical practitioner.

## SECTION 2 – PERSONAL ACCIDENT

In the event of bodily injury caused solely and directly by accidental, violent, external and visible means being sustained by an Insured Person during the Period of Insurance, the following benefits will be paid per Insured Person:-

- |   |               |
|---|---------------|
| (1) Death by Accident   | HK\$1,000,000 |
| (2) Loss of one or more limbs or one or both eyes   | HK\$1,000,000 |
| (3) Permanent Total Disablement from any occupation   | HK\$1,000,000 |
| (4) Loss of hearing in both ears  | HK\$1,000,000 |
| (5) Loss of speech  | HK\$1,000,000 |
| (6) Third Degree Burn of 5% or more of total body surface area, and is diagnosed by a legally qualified and registered medical practitioner | HK\$200,000   |
| (7) In addition to benefit (1) above, an immediate cash relief benefit will be paid to the next of kin of the deceased.                     | HK\$50,000    |

OR, in the event of death of the Insured Person due to Sickness, a benefit will be paid

HK\$20,000

## PROVISIONS

- (i) In respect of an Insured Person who is aged under 18 at the time of Death, the Sum Insured by benefit (1) above will be limited to HK\$100,000 irrespective of the plan selected.
- (ii) In respect of an Insured Person who is aged over 70, the maximum amount the Company will pay under this Section will be limited to 50% of the above benefits.
- (iii) No claims will be payable:
  - (a) Under benefits (1), (2), (7) and "death due to Sickness" above, unless such death or loss occurs within twelve months of the date of accident or the date of contracting sickness.
  - (b) Under benefits (3), (4) and (5) above, except on proof to the Company that the disablement has continued for twelve months from the date of injury and in all probability, will continue for the remainder of the Insured Person's life.
- (iv) The amount of all benefits except benefit (7) payable for one or more injuries sustained by an Insured Person during the Period of Insurance shall not exceed HK\$1,000,000 and HK\$500,000 for VIP and Classic Plan respectively.

## DEFINITIONS

- (a) Loss of a Limb means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- (b) Loss of an Eye means the complete and irrecoverable and irremediable loss of the sight of an eye.
- (c) Loss of Hearing means permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment.
- (d) Loss of Speech means total and irrecoverable loss of speech irremediable by surgical or other means of treatment.
- (e) Permanent Total Disablement means absolute disablement from engaging in or giving attention to any gainful occupation for twelve calendar months and at the end of that time being beyond hope of improvement.
- (f) Sickness means illness or disease commencing or contracted by the Insured Person during the Period of Insurance which is the direct and independent cause of loss for which the claim is made and which requires the attendance of a physician.
- (g) Major Burn means tissue damage caused by the agent of heat only.

---

**SECTION 3 – BAGGAGE DELAYED**

---

Maximum Limit per Insured Person HK\$1,000

The Company will pay for emergency purchases of essential items or clothing or requisites consequent upon temporary deprivation of baggage for at least 10 hours from time of arrival at destination abroad due to mishandling by the airlines or hi-jack.

---

**SECTION 4 – PERSONAL LIABILITY**

---

Maximum Limit per Insured Person HK\$2,000,000  
(inclusive of all costs and expenses)

To indemnify the Insured Person for his/her legal liability to third parties up to the limit of the plan selected arising during the Period of Insurance as a result of:-

- (1) Accidental bodily injury (including death or disease) to any person.
- (2) Accidental loss of or damage to property.

In addition, to indemnify the Insured Person for:-

- (3) Third Parties costs and expenses recoverable from the Insured Person either under Common Law or under the law of the Country where the accident, loss or damage occurred; and
- (4) The Insured Person's costs and expenses incurred with the written prior consent of Company.

**EXCLUDING**

Claims arising directly or indirectly from, in respect of or due to:-

- 1 Employers' Liability, contractual liability or liability to a member of an Insured Person's family.
- 2 property belonging to or held in trust or in the care, custody or control of an Insured Person.
- 3 any wilful, malicious or unlawful act.
- 4 pursuit of trade, business or profession.
- 5 ownership or occupation of land or building (other than occupation only of any temporary residence).
- 6 ownership, possession or use of vehicles, aircraft or watercraft (other than small non-mechanical sailing craft, canoes, dinghies and the like).
- 7 legal costs resulting from any criminal proceedings.
- 8 the Insured Person being under the influence of drugs or intoxicating liquor, or engaging in mountaineering (except that incidental to winter sports), ski-racing

in major events, ski-jumping, ice hockey, the use of bob-sleighs or skeletons, riding or driving in races or rallies or the use of firearms.

---

**SECTION 5 – TRAVEL DELAY, MISSED JOURNEY CONNECTION AND OVERBOOKING**

---

Maximum Limit per Insured Person HK\$10,000

- (1) In the event of the departure or arrival of the aircraft, train, sea vessel or other method of transportation in which the Insured Person had arranged to travel being delayed for at least 10 hours from the time specified in the itinerary supplied to the Insured Person caused by events beyond control of the Insured Person, the Company will pay EITHER:-

(a) Travel Delay

(the delay being calculated from the departure time of the aircraft, train, sea vessel or other method of transportation specified in the itinerary)

Sub-Limit per Insured Person HK\$2,000

Each full 10 hours delay HK\$300

OR

- (b) Irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person only, in the event of cancellation of the holiday/journey by the Insured Person or any additional travel costs including alternative public transportation costs and accommodation expenses necessarily incurred as a direct

consequence of travel delay if the Insured Person has to re-route to get to his/her original destination in the event of cancellation of the transportation arranged.

Sub-limit per Insured Person HK\$10,000

- (2) In the event that the Insured Person missing any confirmed inward or outward flight, train, sea vessel or other method of transportation connection, through any circumstances beyond the Insured Person's control, the Company will pay expenses reasonably incurred for accommodation and meals up to the maximum limit for each Insured Person, if it is not provided or compensated by the airline/carrier or any third party. The missed journey connection must be verified in writing by the airline/carrier.

Sub-Limit per Insured Person HK\$10,000

- (3) In the event that the Insured Person fails to board any aircraft, train, sea vessel or other method of transportation, due to overbooking, of the flight, train, sea vessel or other method of transportation on which the Insured Person had obtained a confirmed reservation, the Company will pay expenses reasonably incurred for the accommodation and meals, if it is not provided or compensated by the airline/carrier or any third party. The failure to board the aircraft, train, sea vessel or other carriers due to the overbooking must be verified in writing by the airline/carrier.

Sub-Limit per Insured Person HK\$5,000

In any circumstances, the amount payable shall not exceed the maximum limit under this Section for each Insured Person.

**EXCLUDING**

Claims arising from:-

- 1 failure of the Insured Person to check in according to the itinerary supplied to him/her, and obtain written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for such delay.
- 2 strike or industrial action existing at the date this Insurance is purchased by the Insured Person.
- 3 late arrival of the Insured Person at the airport or port or train station or other place of boarding after check-in or booking-in-time (except for the late arrival caused by events beyond control of the Insured Person).

---

**SECTION 6 – LOSS OF DEPOSIT OR CANCELLATION**

---

Maximum Limit per Insured Person HK\$50,000

Loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person only, in the event of necessary and unavoidable cancellation by the Insured Person arising from causes beyond the control of the Insured Person occurring after this Insurance has been effected.

**EXCLUDING**

Claims arising directly or indirectly from, in respect of or due to:-

- 1 government regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the booked holiday (including error, omission or default) by the provider of any service forming part of the booked holiday as well as of the agent or tour operator through whom the holiday was booked.
- 2 disinclination to travel or financial circumstances of the Policyholder or any Insured Person.
- 3 any unlawful act or criminal proceedings of any person on whom the holiday plans depend, other than attendance under subpoena as a witness at a Court of Law.
- 4 failure to notify travel agent/tour operator or provider of transport or accommodation immediately once it is found necessary to cancel the travel arrangements.
- 5 any training or studying courses fee deposits.

---

**SECTION 7 – CURTAILMENT**

---

Maximum Limit per Insured Person HK\$50,000

Proportional return of the irrecoverable prepaid cost of the planned holidays as shown on the booking invoice, calculated at pro-rata for each complete day of the planned holiday lost, due to the necessary and unavoidable curtailment (see definition below) of the planned holiday resulting from causes beyond the control of

the Insured Person and/or additional hotel accommodation incurred to obtain lost travel documents arising out of robbery, burglary or theft provided that such accommodation is not better than that before the loss.

#### DEFINITION

Curtailment herein means abandonment by return to place of residence in Hong Kong of the planned holiday after arrival at the booked destination as shown on booking invoice.

#### EXCLUDING

Claims arising directly or indirectly from, in respect of or due to:-

- 1 government regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the booked holiday (including error, omission or default) by the provider of any service forming part of the booked holiday as well as the agent or tour operator through whom the holiday was booked.
- 2 disinclination to travel or financial circumstances of the Policyholder or any Insured Person.
- 3 any unlawful act or criminal proceedings of any person on whom the holiday plans depend, other than attendance under subpoena as a witness at a Court of Law.
- 4 failure to notify travel agent/tour operator or provider of transport or accommodation immediately once it is found necessary to curtail the travel arrangements.

---

#### GENERAL EXCLUSIONS

---

This Policy does not cover claims:-

- 1 Directly or indirectly occasioned by, happening through or in consequence of:-
  - (a) any illness, disease, infirmity, physical defect or condition which existed prior to the journey.
  - (b) the Insured Person engaging in sports or games in a professional capacity.
  - (c) war, invasion, acts of foreign enemies, act of terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority or riot or civil commotion (except as defined under Section 1.3).
  - (d) accidents whilst the Insured Person is engaging in racing (other than on foot), motor rallies and competitions, mountaineering (reasonably requiring the use of ropes or guides), rock-climbing, ski-jumping, use of bob-sleighs, hanggliding, gliding, parachuting, pot-holing, hunting, bungee jumping or aviation (other than as a fare-paying passenger in a duly certified multi-engined passenger-carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly-licensed crew).
  - (e) wilfully self-inflicted injury or illness, insanity, the effect or influence (temporary or otherwise) of alcohol, or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life or property).
  - (f) nuclear fission, nuclear fusion or radioactive contamination.
- 2 In respect of any property more specifically insured or any claim which, but for the existence of this Policy, would be recoverable under any other Policy of insurance.
- 3 Incidents which may give rise to a claim not notified directly in writing to the Company within 31 days of the expiry of the individual Certificate.

- 4 If the Insured Person is travelling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or for migration.
- 5 For venereal disease or sexually transmissible diseases including AIDS (Acquired Immune Deficiency Syndrome) and ARC (AIDS Related Complex).
- 6 For pregnancy, miscarriage, childbirth and all complications thereof.
- 7 In respect of Insured Person reaching the age of 76 before the inception of the policy.
- 8 In respect of any manual work engaged in during the Period of Insurance.

---

#### GENERAL CONDITIONS

---

- 1 Compliance with Conditions  
The due observance and fulfilment of all the terms and conditions of this Policy by the Policyholder, Insured Person, or anyone acting on his/her behalf insofar as they relate to anything to be done or complied with by the Policyholder, Insured Person, or anyone acting on his/her behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- 2 Reasonable Care  
The Policyholder or Insured Person shall act in a prudent manner and exercise reasonable care and prevent accidents, injury, illness, loss or damage.
- 3 Fraud  
If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made, then this Policy shall be void and no claim shall be payable.
- 4 Claim  
In the event of a claim, the Policyholder or Insured Person should:-
  - (a) advise the Company in writing as soon as possible.
  - (b) provide all documents, information and evidence as may be required by the Company at the expense of the Policyholder, Insured Person or his/her legal representatives.
  - (c) in the case of loss of or damage to baggage whilst in the custody of carriers or loss of baggage or money, obtain a report from the carrier, the police or other proper authority and provide a copy when claiming to the Company.
  - (d) in the event of loss of money, loss must be reported to the police within 24 hours of discovery and a report obtained.
  - (e) not to admit liability on behalf of the Company or to give any representations or other undertakings binding upon them except with the Company's written consent.
  - (f) render his/her full co-operation during the course of investigation or assessment of the claim.
- 5 Company's Rights after a Claim  
The Company shall be entitled to conduct in the name of and on behalf of the Policyholder or Insured Person, the defence or settlement of any legal action and take proceedings at their own expenses and for their own benefit but in the name of the Policyholder or Insured Person to recover compensation from any third party in respect of anything covered by this Policy and to instruct solicitors of their own choice of this purpose. In the event of the death of the Insured Person, the Company shall have the right to have a post mortem at their own expense.
- 6 Arbitration  
If any difference shall arise as to be the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in Hong Kong. Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.
- 7 Premium  
No refund of premium is allowed once the Schedule has been issued (except for Annual Cover).

8 Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured Person. Any other accrued indemnities unpaid at the Insured Person's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.

Payment to the designated beneficiary or, if none or if such beneficiary cannot be found after reasonable enquiry, to the Insured Person's executives or personal representatives shall discharge the Company from all further liability hereunder and the Company shall in no circumstances be liable to see to the application or distribution of any amount so paid pursuant to this Policy.

Payment of the claims will be based on the exchange rate prevailing at the date of loss.

9 Cancellation

The Company may cancel this Policy by sending 30 days notice by registered letter to the Policyholder or Insured Person at his/her last known address and, in such event, the Policyholder or Insured Person shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance.

The Policyholder or Insured Person may also cancel the Policy by sending 30 days written notice to the Company. The Company will then refund the unexpired portion of premium of the Period of Insurance to the Policyholder or Insured Person subject to a minimum premium of 50% of the annual premium paid.

10 Addition of Insured Person

No person added to any group in the Schedule shall be covered by this Policy unless such person is specially named as an Insured Person and evidenced by a written endorsement to this Policy.

11 Additional Premium

Additional premium will be charged on a pro-rata basis for each additional Insured Person included under this Policy after the commencement of the period of insurance or at the time of renewal of this Policy (except for Family Plan).

12 Renewal

Before renewal of this Policy, you must give notice to us of any sickness or physical defect or infirmity of which you have become aware of during the

**安盛保險有限公司**  
**AXA General Insurance Hong Kong Limited**  
**Smart Traveller Insurance**  
**24-hour Worldwide Emergency Assistance Hotline**  
For immediate assistance, please call collect  
**(852) 2861 9285**

投保人 \_\_\_\_\_  
Insured \_\_\_\_\_  
保單編號 \_\_\_\_\_  
Schedule No. \_\_\_\_\_

香港	852 2861 9285	Hong Kong
暹羅	65 6737 5333	Singapore
印尼雅加達	62 (21) 316 0033	Jakarta, Indonesia
泰國曼谷	66 (2) 203 9779	Bangkok, Thailand
日本東京	81 (3) 3206 1600	Tokyo, Japan
澳洲悉尼	61 (2) 9386 3800	Sydney, Australia
美國芝加哥	1 (312) 935 3500	Chicago, U.S.A.
英國倫敦	44 (0) 1737 815142	London, U.K.
瑞士日內瓦	41 (22) 819 4433	Geneva, Switzerland
法國巴黎	33 (1) 5592 4000	Paris, France

**AXA Assistance (IPA) Worldwide Alarm Centres**  
**AXA Assistance (IPA) 24小時緊急援助諮詢熱線**