

## **Travel Insurance**

## The Policy

Please read this Policy carefully

## **Important**

Please report any accident to us immediately at +852 2884 8899 so we can tell you what to do next and resolve any claim.

Well Link General Insurance Company Limited 立橋保險有限公司

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## **Your Policy**

**Your Policy** is the contract between **You** and **Us** based on the information **You** gave **Us** when applying for **Your** insurance cover. **We** will take it that **You** promise all information **You** have provided to **Us** is true and accurate, forming the basis of this contract. If there are any changes that may affect the insurance provided, please notify **Us** immediately.

Your Policy details out the cover of Your Well Link travel insurance provided to You during the Period of Insurance. The cover is subject to payment of Your Premium and to any Limits and Excess detailed in this policy document, Your Certificate of Insurance and Policy Schedule. The currency of this Policy is in Hong Kong dollars. This Policy is construed according to the laws of Hong Kong SAR and is subject to the exclusive jurisdiction of courts of Hong Kong SAR.

Please carefully read this Policy wording together with **Your Certificate of Insurance**, **Policy Schedule** and **Policy Amendment** to make sure **You** have the protection **You** need.

**You** can obtain **Your Policy** documents electronically except for those, due to legal or security concerns or upon **Your** special request is to be delivered by **Us** by post.

It is **Your** responsibilities to keep **Your** email account active and capable of receiving new emails and to inform **Us** of any change to **Your** email address. **We** are not responsible for emails sent to an inactive or obsolete email account.

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



Attached Certificate of Insurance



This Policy, the Policy Schedule, the Application and any memoranda thereon shall be considered one document (together 'the Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Welcome to **Your Travel Policy** as insured by **Well Link** General Insurance Company Limited 立橋保險有限公司, the insurer providing cover to **Your Trip.** 

## **What We Cover**

The **Applicant** on behalf of the **Insured Person**(s) by an application, whether electronically or not, including a declaration which shall be the basis of contract, has applied for insurance and **We** has agreed to provide such insurance.

As You will have paid in full the Premium stated in the Certificate of Insurance, We will, depending on Your Plan, in the event of Accident, Injury or loss happening during the Period of Insurance within the prescribed Geographical Limits provide insurance to You and/or other Insured Person (s) named in Your Certificate of Insurance for Injury &/or loss sustained and/or Your liability to other people's Injury or property and any optional benefit You have chosen and paid for, subject to the terms, exclusions and conditions contained in this Policy below.

Under **Your Policy**, a **Trip** is deemed to commence when the **Insured Person** leaves his/her principal place of residence or place of business in Hong Kong SAR (whichever is the later) for a direct journey to commence his **Trip** and ends -

- (a) upon his/her arrival at his/her place of residence or place of business in Hong Kong (whichever is the earlier); or
- (b) two (2) hours after the **Insured Person's** arrival in Hong Kong.

whichever is the earlier. In any event, insurance shall not commence more than two (2) hours prior to scheduled departure time.

No amount payable by **Us** during any one **Period of Insurance** will in aggregate exceed hundred (100) % of the total sum insured and no amount payable by **Us** under **Your Policy** shall carry interest.

## **Geographical Area**

Asia Zone Brunei, Cambodia, China, Hong Kong SAR,

India, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Myanmar, The Philippines, Sri Lanka, Taiwan, Thailand and Vietnam.

Worldwide include **Asia Zone** and any other countries

except for excluded countries

**Excluded countries** under this **Policy** include Afghanistan, Iran, Iraq, Sudan, Syria, Democratic Republic of Congo and Somalia or any country declared as **War Zone** (refer to definition below).

## **Age Limits**

Insurance is subject to age (at last birthday) limits as follows:

Adult – For Annual Travel Policy: person aged between 18 to 75 years inclusive and the Policy is renewable up to the age of 85 years inclusive.

 For Single **Trip Policy**: person aged between eighteen (18) to Eighty-five (85) years inclusive.

Child

- Any of Your dependent, unemployed, unmarried biological, step or legally adopted child.
- For both Single Trip Policy and Annual Policy, a person aged between thirty (30) days and seventeen (17) years at the inception of the Period of Insurance.

An insured **Child** aged 11 or below must be accompanied by an **Adult**.

Under **Single Trip Policy**, an insured **Child** aged over 11 but not travelling with parents can be covered upon payment of standard premium for an **Adult** (as defined above) **Insured Person**.

Any insured **Child** will be subject to **Child** benefits as set out in this **Policy**.

## Types of Policy -Single Trip and Annual Trip

**Single Trip Policy** covers a **Trip** outside Hong Kong for a maximum duration of one hundred and eighty-two (182) consecutive days from beginning of the **Trip**.

**Annual Trip Policy** allows multiple **Trips** within the **Period of Insurance** and each **Trip** lasts for a maximum duration of ninety (90) consecutive days. The cover of each **Trip** will reactivate upon **Your** or that **Insured Person's** next **Trip** departing from Hong Kong.

The terminologies of **Asia Zone, Worldwide, Excluded Countries, Adult, Child, Single Trip Policy, and Annual Trip Policy** as defined above shall carry the same meaning throughout this **Policy** and will be highlighted in **bold** print.

## Part 1. Definitions

Any word or expression found in the **Policy**, **Certificate of Insurance**, **Policy Amendment** have same meaning as defined below and are highlighted in **bold** print.

Accident/	a sudden, unforeseen event that			
Accidental	happens unexpectedly and causes			
	solely, directly and independently			
	loss, damage or <b>Bodily Injury</b> by			
	Accidental, violent, external and			
	visible means			
Amendment	an endorsement or other authorised			
	change to <b>Your Policy</b> .			
Application	the proposal, Application,			
	declaration and any information			
	submitted by <b>You</b> or on <b>Your</b> behalf			
	either electronically or otherwise.			
Chinese	the same meaning assigned under the			
Medical	Chinese Medicine Ordinance of Hong			
Practitioner	Kong SAR who may describe his			
	stream of practice in Chinese			
	medicine as general practice,			
	acupuncture or bone-setting, in			
	accordance with the formal prescribed			
	under that Ordinance, but excluding a			
	person who is the <b>Insured Person</b>			
	himself/herself, or a relative of the			
	Insured Person.			
Certificate of	the document evidencing that <b>You</b>			
Insurance	have taken out the <b>Policy</b> with			
	insurance details contained therein.			



0.1.1.1	Language transfer to the other day of the state of		
Cut-short/	means having to abandon or curtail		
Curtailment	the <b>Trip</b> and return to Hong Kong		
	earlier than the planned date of		
	return.		
Dentist	means a practitioner of dental or		
/Medical	western medicine, duly qualified and		
practitioner/	legally registered as such under the		
Physicians/	laws of the country in which claim		
Doctor	arises and where the treatment takes		
	place but excluding a person who is		
	the Insured Person himself/herself, or		
	a <b>Relative</b> , business partners,		
	employer, employee or agent of the		
	Insured Person.		
Well Link/	Well Link General Insurance Company		
We / Us / Our	Limited 立橋保險有限公司.		
Extreme	means dangerous sport, an action		
Sports	sport and/or an adventure sport		
Sports	which in our sole opinion has a high		
	level of inherent danger and which		
	involves the use of one or more of the		
	following elements: speed, height, a		
	high level of physical exertion and/or		
	the use of highly specialised		
	equipment. This includes underwater		
	activities, water sports, winter sports		
	and certain special activities.		
Hospital	means an institution which is legally		
	licensed as a medical or surgical		
	hospital in the geographical area		
	pursuant to the laws of the country in		
	which it is located. It must be		
	established for reception, medical		
	care and treatment of sick and injured		
	persons as paying bed patients on a		
	resident in-patient basis, and which:		
	- is under the constant supervision of		
	a physician or physicians whom are		
	available at consultation at all		
	times;		
	- provides facilities for diagnosis,		
	treatment and surgery within the		
	confines of the establishment;		
	- provides 24-hour daily nursing		
	services by registered graduate		
	nurses; and - is not primarily a clinic, mental		
	hospital or institution, a place for		
	custodial care or facility for		
	alcoholics or drug addicts, a spa,		
	hydroclinic or a nursing or rest or		
	rehabitation or convalescent home		
	or a home for the aged or similar		
Immediate	l actablichment		
Immediate	establishment.		
Enmil:	means <b>Your</b> husband or wife under a		
Family	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong		
-	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong law, and <b>Your Child</b>		
Family Injury	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong law, and <b>Your Child</b> means an external, violent and visible		
-	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong law, and <b>Your Child</b> means an external, violent and visible bodily injury or death caused solely		
-	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong law, and <b>Your Child</b> means an external, violent and visible bodily injury or death caused solely and directly by an <b>Accident</b> or		
-	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong law, and <b>Your Child</b> means an external, violent and visible bodily injury or death caused solely and directly by an <b>Accident</b> or through <b>Accidental</b> means. It		
-	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong law, and <b>Your Child</b> means an external, violent and visible bodily injury or death caused solely and directly by an <b>Accident</b> or through <b>Accidental</b> means. It excludes gradual physical or mental		
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-	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong law, and <b>Your Child</b> means an external, violent and visible bodily injury or death caused solely and directly by an <b>Accident</b> or through <b>Accidental</b> means. It excludes gradual physical or mental wear and tear, diseases, sickness and/or infections, even if such conditions result from or are connected with that <b>Injury</b> . means the person(s) eligible for		
Injury	means <b>Your</b> husband or wife under a marriage recognised by Hong Kong law, and <b>Your Child</b> means an external, violent and visible bodily injury or death caused solely and directly by an <b>Accident</b> or through <b>Accidental</b> means. It excludes gradual physical or mental wear and tear, diseases, sickness and/or infections, even if such conditions result from or are connected with that <b>Injury</b> .		
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Laptop/	means a portable computer including		
Tablet	note book computers and touchscreen tablet which is larger than 7 inches		
	(measured diagonally).		
Limits	the maximum amount that <b>We</b> will		
	pay <b>You</b> under a benefit in <b>Your Policy</b> . The amount of each <b>Limit</b>		
	refers to any one claim or series of		
	claims arising out of one event.		
Loss of Eye(s)	means the total and irrecoverable loss of all sight of an eye or eye(s)		
	rendering the Insured Person		
	absolutely blind beyond remedy by		
Loss of	surgery or other treatment.  means loss by physical separation at		
Limb(s)	or about the wrist or total <b>Loss of</b>		
	Use.		
Loss of Hearing	means permanent irrecoverable loss of hearing rending the <b>Insured</b>		
licaring	<b>Person</b> absolutely deaf in ear(s)		
	irremediable by surgical or other		
Loss of speech	means of treatment.  means total and irrecoverable loss of		
	speech irremediable by surgical or		
Lana of Han	other means of treatment.		
Loss of Use Medical	means total functional disablement. means reasonable and customary and		
Expenses	actually spent expenses for medical		
	(including traditional Chinese		
	medicine for <b>Injury</b> but excluding Chinese nourishing food/medicine),		
	dental and/or surgical treatment by a		
	Medical Practitioner or a Dentist		
	(as the case may be) that is necessitated by an <b>Accident</b> provided		
	that such expenses are incurred		
	within three (3) months of sustaining the relevant or causal <b>Injury</b> or		
	Sickness.		
	All treatment including specialist		
	treatment must be prescribed or referred by a doctor in order for		
	expenses to be reimbursed under		
	Your Policy.		
	In the case of dental expenses, such treatment must be necessarily		
	incurred to restore sound and natural		
	teeth where damage to those teeth		
Passive	was caused by an <b>Accident</b> . means any person who is not:		
Participant	(a) supplying, transporting or		
	otherwise handling facilities,		
	equipment, devices, vehicles, weapons or other materials		
	intended for use in war by a party		
	engaged in hostile actions;		
	(b) a journalist or news correspondent;		
	(c) an employee, contractor or		
	medical staff of a disaster relief		
	organisation; and/or (d) security personnel.		
Period of	the period specified in <b>Your</b>		
Insurance	Certificate of Insurance and		
	<b>Amendment</b> (if applicable) subject to the maximum duration of <b>Trip</b>		
	except for Section 5.2 of Part 2.		
	Where <b>Your Policy</b> is applied and		
	accepted on the same day, <b>Your Policy</b> becomes effective only at the		
	time of that day when <b>Your</b>		
·			



	Application is assented by the average		
	<b>Application</b> is accepted by <b>Us</b> except for Section 5.2 or Part 2.		
Plan	means the three types of <b>Plans</b>		
	including TR25, TR75, TR200 offering		
	different benefit scales. Summary of		
	such is available as Appendix to the		
	end of this <b>Policy</b> .		
Place of Business	is the place where the Insured Person normally works within the Hong Kong		
busiliess	SAR.		
Place of	is the place where the Insured Person		
Residence	normally lives within the Hong Kong		
	SAR.		
Policy	a contract between <b>You</b> and <b>Us</b> and		
	comprises the information and any		
	declarations, Proposal, <b>Application</b> submitted by <b>You</b> to <b>Us.</b> It includes		
	Your Certificate of Insurance, this		
	Policy document and subsequent		
	Amendment(s), all of which should be		
Delia de de 1	read together as one contract.		
Policyholder / You / Your	Policyholder described on <b>Your Certificate of Insurance</b> .		
Pre-existing	means <b>Injury</b> , <b>Sickness</b> , disease or		
Condition	medical condition which existed		
	before:		
	- The <b>Period of Insurance</b> for <b>Single Trip Policy</b> or		
	- The commencement of each <b>Trip</b>		
	for <b>Annual Policy</b> .		
	in respect of an <b>Insured Person</b> and		
	which presented signs or symptoms		
	of which that <b>Insured Person</b> was aware or should reasonably been		
	aware, diagnosed, treated or under		
	medical consultation etc. prior to		
	commencement of a <b>Trip</b> .		
Premium	the consideration of the <b>Policy</b> which		
	must be fully settled before <b>You</b>		
Public Place	would entitle to any benefits.  means any place that the public has		
1 ubile i luce	communal access to including but not		
	limited to planes, trains, taxis, buses,		
	shops, airports, railway stations,		
	streets, museums, galleries, hotel		
	foyers and general access areas, beaches, restaurants and public		
	toilets.		
Public	means a regularly scheduled mode of		
Transport	transportation provided by a licensed		
	carrier which any member of the		
	public can join at a recognised departure point and pay a fare. This		
	includes any bus, coach taxi, hotel		
	car, ferry, hovercraft, ship, train,		
	tram, underground train, regular		
	scheduled airport limousine operating		
	on fixed routes and schedules. It		
	further includes any fixed-wing aircraft or helicopter provided and		
	operated by an airline or an air		
	charter company which is duly		
	licensed for the regular transportation		
	for fare-paying passengers and		
	operating only between established		
	commercial airports or licensed		
	commercial heliports.		

Relative	means parents, parents-in-law,
	siblings, sister-in-law, brother-in-
	law, daughter-in-law, son-in-law,
	grandparents, grandparents-in-law,
	uncle and aunt, niece and nephew,
	or cousin and cousin-in-law.
Resident of	means a Hong Kong citizen, a Hong
Hong Kong	Kong permanent resident, and a
	holder of a valid working visa, student
	visa or dependant's visa issued by the
	Government of Hong Kong SAR.
Sickness	means a sudden and unexpected
	deterioration of the <b>Insured</b>
	Person's health due to a medical
	condition contracted, starting or
	showing up during the trip that requires treatment by a doctor but
	exclude any pre-existing condition.
Total and	means lasting 12 calendar months of
Permanent	continuous total disability which has
Disability/	resulted from <b>Accidental Injury</b> and
Disablement	commenced within 30 days after the
	date of the <b>Accident Insured</b>
	<b>Person</b> is completely unable to
	engage in any gainful occupation or
	employment for the remainder of
	their life.
Travel	means a person with whom the
Companion	Insured Person has coordinated
	travel arrangements and intends to
	travel with on a <b>Trip</b> but excluding a
	tour leader or group leader who is
	receiving remuneration in monetary
	form or in kind.
Travel Alert	means a travel alert issued by the
	government of Hong Kong SAR under
Trin	the outbound travel alert system.
Trip	means a planned journey from Hong Kong to a place outside Hong Kong
	and/ or from which the <b>Insured</b>
	<b>Person</b> departs and returns to Hong
	Kong within the <b>Period of</b>
	Insurance.
Unsupervised	means:
_	- leaving <b>Your</b> personal
	possessions with a person <b>You</b>
	have not previously met;
	- leaving <b>Your</b> personal
	possessions in a position where they could reasonably be taken
	without <b>Your</b> knowledge; or
	leaving <b>Your</b> personal
	possessions at such a distance
	from <b>You</b> that <b>You</b> are unable to
	prevent them being taken.
Valuables	means antiques, artifacts, objects of
	art or paintings, pictures, jewellery,
	furs, platinum, gold and silver
	articles, watches and precious stones
War Zone	or semi- precious gems.  means an area where there is a
wai Zone	means an area where there is a declared or undeclared war (including
	any civil war) and/or any warlike
	operations, hostilities, rebellion,
	revolution, insurrection or any
	exercise of military or usurped power.
You / Your /	means the person named as the
Insured	Policyholder and includes an
	Insured Person on Your
i .	
	Certificate of Insurance.



## Part 2. Core Cover

## Section 1 – Accidental Death And Permanent Disablement

In the event of **Accidental** bodily **Injury** being sustained by an **Insured Person** during a **Trip** which shall result in death or **Total and Permanent Disability** within 90 days of that **Accident**, we will pay the following benefits scale in percentage applying to Lump Sum amount stipulated to in **Your Certificate Of Insurance** based on **Your** chosen **Plan** (Lump Sum for Plan TR25 is \$250,000, TR75 is \$750,000 and TR200 is \$2,000,000):

	c. Benefits Lump Sum
2. Permanent Disablement	20070
(a) Total and Permanent Disablement	100%
(b) Loss of two or more Limbs	100%
(c) Loss of one Limb and Loss of one Eye or more	100%
(d) <b>Injury</b> resulting in being permanently bedridden	100%
(e) Loss of both Eyes	100%
(f) Loss of Speech and Loss of Hearing	100%
(g) Permanent total <b>Loss of Hearing</b> in :	
i. both ears	75%
ii. one ear	15%
(h) Loss of one Eye	60%

## **Provisions applicable to Section 1:**

- Benefits 1 and 2 are not cumulative and only one benefit will be payable for any one event. We will pay for any one Insured Person only once and up to 100% of Lump Sum stated;
- No benefit will be payable unless death or disablement occurs within ninety (90) days of the date of Accidental Injury;
- 3. If the **Insured Person** is a **Child** at time of accident, the maximum amount payable would be limited to 50% of the sum insured under this benefit;
- If the **Insured Person** is aged 71 or above at the time of accident, the maximum amount payable will be limited to 50% of the sum insured under this benefit; and
- 5. If at the time of accident, an **Insured Person** has already had amputation or **Loss of Use** of a hand, arm, foot, leg or has lost the sight of one or both eyes, such loss shall not be included in assessing any benefit payable under this **Policy.**

## **Specific Exclusion applicable to Section 1:**

**We** do not cover any death nor disability caused by:

- 1. food poisoning and/or drinks poisoning;
- illness, Sickness, infirmity, psychiatric disorder including insanity, bacterial or viral infections even if contracted by Accident, except for any infection that is a direct result of an Accidental cut or wound.

## **Section 2 - Medical Expenses**

If an **Insured Person** suffers **Accidental Injury** or **Sickness** during a **Trip** requiring urgent treatment, **We** will reimburse the reasonable and necessary incurred medical expenses up to, depends on **Your** chosen **Plan**, (the maximum limits for Section 2 of TR25 is \$250,000,

TR75 is \$500,000 and TR200 is \$1,000,000) and is stipulated on **Your Certificate of Insurance**.

- Medical Expenses necessarily incurred outside the Hong Kong SAR within three (3) months of the date of incident giving rise to the claim as a direct result of Accidental Injury sustained by or Sickness of the Insured Person occurring during the Trip;
- 2. The necessary **Medical Expenses** incurred in the Hong Kong SAR by the **Insured Person** within two (2) months after his/her return from the **Trip** as necessitated by an **Accident** or **Sickness** abroad which occurred during the **Trip**. If the **Insured Person** has not obtained any medical treatment aboard, he/she must seek for treatment within fortyeight (48) hours after returning to Hong Kong. Such medical expense is called "follow-up treatment".

The sub-limits for follow-up treatment arisen due to **Accidental Injury** and **Sickness** is 100% and 5% of maximum benefit under this Section respectively.

 For Accidental Injury, You will be indemnified for Medical Expenses of Chinese Medical Practitioner, physiotherapist and/or chiropractor subject to per day and per Accident sub-limits.

## **Sub-limits for Chinese medical practitioner**

TR25	TR75	TR200
HK\$2,000	HK\$2,500	HK\$3,000
(HK\$150/day)	(HK\$250/day)	(HK\$500/day)

## Sub-limits for physiotherapist/chiropractor

TR25	TR75	TR200
HK\$6,000	HK\$7,500	HK\$9,000
(HK\$300/day)	(HK\$300/day)	(HK\$300/day)

## 4. Other Expenses

The maximum limits of expenses under this Section will also include protection against the followings incurred with **Our** prior consent.

### a) Compassionate Visit

The reasonable additional accommodation and travelling expenses (confined to economy class) incurred for one (1) **Adult** family members, **Travel Campion** required on medical advice to travel to or remain behind the **Insured Person** as a result of the **Insured Person**'s hospitalization for over five(5) consecutive days due to insured **Accidental Injury** or **Sickness**, subject to a sub-limit of HK\$20,000.

## b) Return of Unattended Child

The incurred reasonable additional accommodation and travelling expenses (confined to economy class) incurred to return dependent Child of the Insured Person who are on the same Trip as Insured Person back to the Insured Person's Place of Residence in Hong Kong and who are left unattended as a result of the Insured Person's hospitalization over five (5) consecutive days due to insured Accidental Injury or Sickness, subject to a sub-limit of HK\$20,000;

## c) Local Translator/Interpreter

The reasonable costs incurred by the **Insured Person** in engaging the services of a local translator/interpreter in the overseas **Hospital** 



where the **Insured Person** is confined caused by **Accidental Injury** or **Sickness**, which occurred or was contracted abroad during the **Trip**, provided that the period of confinement exceeds twenty-four (24) hours. The maximum sub-limit is HK\$5,000; or

#### d) Hospital Cash Benefit

In the event that the **Insured Person** with chosen **Geographical Area** of **Worldwide** is admitted to a overseas **Hospital** as an in-patient due to **Accidental** Bodily **Injury** or **Sickness** sustained abroad at during a **Trip**, **We** will pay a benefit of HK\$300 for every complete day whilst the **Insured Person** is hospitalized subject to a limit of HK\$3,000 for any one event.

## **Provisions applicable to Section 2:**

 If the Insured Person is a Child or Adult aged 71 or above at the time of Accident or Sickness, the maximum amount payable will be limited to fifty (50) % of the sum insured under this Section 2;

## **Exclusions applicable to Section 2**

No benefits will be paid:

- for treatment obtained in the Hong Kong SAR, except for follow-up treatment;
- for surgical and medical treatment which in the option of the Medical Practitioner treating the Insured Person can be reasonably delayed until he/she returns to Hong Kong or arrives in the country of final destination in the case of travelers not returning to Hong Kong;
- for additional cost of single or private room accommodation at a hospital or charges in respect of private nursing, wheelchair, crutch or any other similar equipment except in the event of an emergency medical evacuation or repatriation under the section 3;
- for additional cost of medical procurement or use of special braces, appliances, equipment or dental implants;
- for travelling for the purpose of receiving medical or surgical treatment;
- For any cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions thereof, except as necessitated by insured **Accidental Injury**; or
- 7. For treatment relating to **Pre-existing Condition.**

## **Section 3 - Evacuation And Repatriation**

The worldwide service and benefits as described in this Section must be necessitated by a medical emergency and coordinated by an assistance company appointed by **Us** (our "Appointed Assistance Company").

The maximum limit of benefits under this Section is actual cost spent up to HK\$3,000,000 subject to sub-limits as listed below for an **Adult Insured Person**; for **Child** and elderly aged 71 or above at time of **Accident**, the maximum amount payable will be limited to fifty (50) % of the maximum limit and sub-limits of benefits under this Section.

If as a result of an **Accidental Injury** or **Sickness** commencing during a **Trip** it is judged, by **Us** or **Our** Appointed Assistance Company, medically appropriate to move the **Insured Person** to another location for medical treatment, or to return he/she to the Hong Kong SAR. **Our** Appointed Assistance Company (or their authorized representative) will based on the medical severity, arrange for the evacuation utilizing the best suited means. The

means of evacuation arranged may include air ambulance, surface ambulance, regular air transportation (on economy class), railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by **Us** or **Our** Appointed Assistance Company and will be based upon medical necessity, relevant facts and circumstances.

**We** will at **Our** option pay **Our** Appointed Assistance Company directly for expenses authorised by **Us** and incurred by **Our** Appointed Assistance Company pursuant to **Your Policy** for:

## a) Emergency Medical Evacuation

expenses for service provided and/or arranged by **Our** Appointed Assistance Company for the transportation, medical services and medical supplies incurred as a direct result of an emergency medical evacuation of an **Insured Person**;

## b) Return Ticket

if the **Insured Person's** original ticket is not valid for medical evacuation purpose, to pay for his/her return by economic class provided **Insured Person** surrenders the remaining value of the original ticket to **Our** Appointed Assistance Company;

### c) IDD Roaming Calls

**Your** IDD and roaming calls to **Our** Appointed Assistance Company up to a maximum sub-limit of HK\$500; and

### d) Burial or cremation charges

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 or other country at the choice of the **insured Person's** next of kin up to a maximum sub-limit of HK\$100,000 per **Insured Person**.

## **Provisions applicable to Section 3:**

- 1. We and Our Appointed Assistance Company
  - a) will not be required to provide such services to Insured Persons who are located in areas which represent war risks or political conditions rendering it impossible or reasonably impractical to provide services;
  - will not be responsible for any failure to provide services or for delays caused by strikes or conditions beyond control (including flight conditions and where local or regulatory agencies prevent **Our** Appointed Assistance Company from providing such services);
- You and all Insured Persons acknowledge and accept that Our Appointed Assistance Company and the professionals and other persons to whom Our Appointed Assistance Company has referred the Insured Person are responsible for their own acts as independent contractors and are not employees, agents or servants of Well Link;
- We are not and will not be responsible for any act or failure to act by Our Appointed Assistance Company or these professionals and other persons (e.g. doctors, hospitals etc);
- 4. If the services and benefits provided by Our Appointed Assistance Company under these repatriation of mortal remains or local burial cover and emergency medical evacuation cover are covered entirely or partially by another insurance policy or other health plan held by You or an Insured Person, We will only be responsible for a ratable portion of the cost of such services and benefits; and



If, when using these services, the **Insured Person**has any unused portion of a travel ticket, that ticket
must be transferred and surrendered to **Us**.

## **Specific Exclusion to Section 3**

 $\boldsymbol{We}$  and  $\boldsymbol{Our}$  appointed assistance company will not be liable for:

- services rendered (including evacuation or repatriation) not approved and arranged by Our Appointed Assistance Company. We reserve the right to waive this exclusion if You or Your travelling companion(s) cannot for reasons beyond Your/their control notify Our Appointed Assistance Company during an emergency situation. In such event, We will reimburse You only for those expenses incurred for services which Our Appointed Assistance Company would have provided under the same circumstances;
- services provided by any party other than **Our** Appointed Assistance Company for which no charge is usually made;
- medical treatment administered or provided by Relatives, whether or not qualified;
- costs which would have been payable if the event that led to **Our** Appointed Assistance Company's intervention had not occurred;
- minor injury or sickness which, in the opinion of Our appointed assistance company's doctor, can be adequately treated locally and which does not prevent the Insured Person from continuing the travel;
- expenses incurred where, in the opinion of the doctor of Our Appointed Assistance Company, the Insured Person is physically able to return to Hong Kong as a normal passenger and without medical escort;
- any event occurring, or treatment received when you are in Hong Kong;
- 8. the cost of burial in Hong Kong; or
- 9. Evacuation due to any **Pre-existing Condition**.

## **Section 4 - Loss of Personal Possessions**

Any amounts payable by **Us** under this loss of personal possessions cover for the personal possessions detailed below including baggage, travel documents and personal money will be aggregated and shall not exceed the maximum **Limits** for this cover as detailed on **Your Certificate of Insurance** and the table below for an **Adult Insured Person** any one **Period of Insurance**.

Loss of Personal Possessions	Maximum benefits Limits (HK\$)		
Plan per Insured Person	TR25 5,000	TR75 10,000	TR200 20,000
4.1 Baggage	2,500	6,000	15,000
4.2 Travel Documents	1,500	2,500	3,000
4.3 Person Money	1,000	1,500	2,000

- All amount payable in this Section shall be aggregated and should not exceed the maximum benefit **Limits** for individual plan listed above;
- A Child is entitled to fifty (50) % of benefits for 4.1 to 4.3 above. If the Child is under the age of eleven (11) but is travelling with his/her parents, We will not cover he/she for 4.2 Personal Money.

You must take all reasonable care to safeguard Your personal possessions while travelling. If You leave Your personal possessions Unsupervised in a Public Place, We will not pay Your claim.

## 4.1 - Baggage and Personal Effects

**We** will pay for loss of or damage to items of luggage, **Valuables** and personal effects owned by an **Insured Person** whilst on **Trip**:

- One piece of luggage owned by and either hand carried or checked in by the **Insured Person**;
- Valuables (including watches and jewellery), clothing and personal effects owned by and worn or carried by, taken or purchase on a Trip the Insured Person;
- one laptop and its standard accessories owned by and carried by the **Insured Person**; and
- Camera/Camcorders and their accessories, related equipment owned by and carried by an **Insured Person.**

**We** will indemnify the amount of original price paid for the owned item or pair or set of items (less allowance calculated by **Us** for wear, tear and depreciation) or the limits set out below subject to the maximum limits detailed on **Your Certificate of Insurance**, whichever is lesser.

Type Of Personal Possession	Limits per Period of Insurance	Amount Applicable	
Luggage (including clothing and personal effects)	up to HK\$2,500 for any single article, pair or set of articles.	With receipt :	
Valuables	up to HK\$2,500 for any single article, pair or set of articles	With receipt:     no depreciation  Without receipt:     no payment	
Laptop / tablet	aggregate up to HK\$5,000	with receipt:  • purchase date is within 1 year: no depreciation  • purchase date is within 2 years:30% depreciation  • purchase date is more than 2 years: 60% depreciation  without receipt:  • a payment of up to HK\$500 per article or pair or set of articles up to a maximum of 5 articles or 5 pairs of articles or 5 sets of articles	
Camera/ Camcorders and their accessories, related equipment owned by and carried by an Insured Person.	aggregate up to HK\$5,000	<ul> <li>With receipt:</li> <li>purchase date is within 1 year: no depreciation</li> <li>purchase date is within 2 years:30% depreciation</li> <li>purchase date is more than 2 years: 60% depreciation</li> <li>Without receipt:</li> <li>a payment of up to HK\$500 per article or pair or set of articles up to a maximum of 5 articles or 5 pairs of articles or 5 sets of articles</li> </ul>	

**We** can at **Our** own option make payment, reinstate or repair the damaged items. For lost or damaged items where the receipt is unavailable, a proof of purchase (such as a warranty card, certificate etc) must be provided to **Us**.

If any article is proven to be beyond economic repair, the claim will be dealt with as if that item had been lost or stolen.



In the event of loss or damage to any insured property that forms part of a pair or a set, our liability shall not exceed a proportionate part of the value of that pair or set.

**We** require that any loss of baggage, **Valuables** and personal effects must be reported by the **Insured Person** to the police having jurisdiction at the place of the incident within 24 hours after the incident.

## Provisions applicable to Section 4.1

- The Insured Person shall take reasonable precautions to safeguard the baggage and item, including but not limited to make sure that the baggage and item will not be left unattended in a Public Place;
- The damaged baggage and item must be examined by the **Insured Person** upon receipt from the carrier; and
- For purpose of this Section 4.1, every piece of baggage is deemed to be owned by one **Insured Person** in assessing loss or damage.

## **Exclusions applicable to Section 4.1**

This **Policy** does not cover:

- in consequence of delay, confiscation detention or examination by customs authorities or other officials;
- to Money, negotiable instruments, bonds or securities, deeds, credit cards, stored-value such as Octopus cards and other prepaid electronic tickets and other instruments of payment or documents of any kind, passports, visas, and transportation, accommodation or any other travel vouchers or coupons;
- 3. properties such as
  - 3.1 mobile communication devices including mobile phone and its software and accessories, computer software and accessories. This exclusion does not apply to laptop and tablet which is larger than 7 inches (measured diagonally);
  - 3.2 fragile or brittle articles of every description, crystal, china, glassware, porcelains, art items, precious or semi-precious gemstones, jewellery or watches (unless the jewellery and watches are worn by **Insured Person** or stored in a hotel safety deposit box) or foodstuff, medicine, medical equipment(include wheel chair, hearing aid etc.) and dental equipment (such as artificial tooth or denture), business merchandise and samples, motorcycles, contact lens, boats, motors, motor vehicle, aerial camera or related device:
- Wear or tear, moth, vermin or inherent vice, atmospheric or climatic changes, mechanical, electrical breakdown or derangement, faulty design or workmanship, or undergoing cleaning repairing or restoring process;
- Any baggage and item that is left behind or unattended in a **Public Transport** or vehicle of any type or in a **Public Place** or as a result of the **Insured Person's** failure to take due care and precaution for safeguard and security of those properties;
- Insured Person's baggage and item or souvenir which is either separately mailed or shipped by the Insured Person, or intentionally arranged to carry by a Public Transport other than the one the Insured Person is on board;
- Any baggage and item while in the custody of a hotel or carrier, unless the **Insured Person** reports within twenty-four (24) hours in writing to the hotel or carrier who must acknowledge receipt of such report

- and, in the event of loss or damage occurred on an airline flight, a "Property Irregularity Report" must be obtained;
- 8. Golf balls unless contained in the golf bag which is lost at the same time; or damage to golf balls in play;
- Unexplained disappearance, or shortage due to error, omission or exchange rate differences or depreciation in value:
- Any loss not reported to the local police or public authorities within twenty-four (24) hours upon discovery of loss; or
- 11. Any claim for damaged personal property unless the **Insured Person** can produce the involved property for **Our** inspection.

## 4.2 - Travel Documents and Tickets

We will pay for, subject to aggregate limit of this Section:
 the cost of replacing passports, travel tickets and other relevant travel documents of an Insured
 Person that were lost or damaged during that

- Person that were lost or damaged during that Insured Person's trip due to robbery, burglary or theft; and
- the reasonable and additional travel and accommodation expenses that are necessarily incurred to replace travel documents that were lost or damaged due to robbery, burglary or theft during a Trip by that Insured Person.

For the avoidance of doubt, in case where the **Insured Person** obtains both the temporary and regular travel documents, either the cost of issuing a temporary document or the cost of replacement of the regular document, whichever the higher will be reimbursed by **Us** but not the cost of both documents.

We also require that any claim made by an **Insured Person** under this cover must be accompanied by written documentation confirming the incident, listing each lost item (with serial numbers where available) and issued by the police who have jurisdiction at the place of the incident and to whom the **Insured Person** reported the incident.

## **Exclusions applicable to Section 4.2**

We shall not be liable for:

- any loss which the **Insured Person** fails to report to police within twenty-four (24) hours or as soon as practicable upon discovery of such loss;
- any loss contributed to by the Insured Person leaving the travel documents or travel pass unattended in a Public Place;
- if the lost or stolen travel document or travel pass is not a necessary document for completing the **Trip**;
- any loss arising from the confiscation by a government authority, customs official or police;
- 5. any unexplained loss or mysterious disappearance; or
- any fine or penalty the **Insured Person** incurs due to non-replacement or late replacement of the lost personal document

## 4.3 - Personal Money

**We** will pay for the loss of cash, banknotes and traveller's cheques due to robbery, burglary or theft during a **Trip**. If a **Child** aged eleven (11) or above but is not travelling with his/her parents, cover under this Section will be fifty (50) % an **Adult Insured Person**.

In event of loss, **We** require **Your** immediately report to local police and that any claim made by an **Insured Person** under this cover must be accompanied by written documentation confirming the incident and issued by the



police who have jurisdiction at the place of the incident and to whom the **Insured Person** reported the incident.

## **Exclusions applicable to Section 4.3**

We shall not be liable for:

- Any loss which the **Insured Person** has failed to report to the police with twenty-four (24) hours or as soon as practicable upon discovery of such loss;
- Any loss of travelers cheques not immediately reported to the local branch or agent of the issuing body;
- Any loss or shortages of person money arising due to an error or omission of any third party, any fluctuation in any rate of currency exchange, devaluation, or detention, seizure, confiscation by any governmental authorities of any kind;
- 4. Any unexplained loss or mysterious disappearance
- Any loss contributed to by the Insured Person in leaving the personal money unattended in a Public Place;
- Any loss occurring to **Insured Person** below the age of eleven (11);
- Any loss of personal money not belonging to but being carried by the **Insured Person**;
- 8. Any loss of electronic money such as value stored Octopus Card, Wechat and debit card.

## Exclusion applicable to whole Section 4 - Loss of Personal Possessions

We will not pay claims for:

- loss of baggage, Money or other insured property left with a concierge or other hotel employee; or
- loss or damage of property where we have reasonable grounds for believing that your claim is not made in good faith.

## **Section 5 - Travel cancellation and Delay**

This section covers Travel Delay, Trip Curtailment/cut-Short and Travel Cancellation.

Travel Delay under Section 5.1 is subject to maximum limit per any one **Period of Insurance** as listed follows:

TR25 HK\$1,500 (@HK\$300 every 6 hours of delay)
TR75 HK\$3,000 (@HK\$300 every 6 hours of delay)
TR200 HK\$5,000 (@HK\$500 every 6 hours of delay)

Travel Cancellation in Section 5.2, Trip curtailment/cutshort in Section 5.3 is subject to a combined aggregate maximum **Limits** any one **Period of Insurance** as stated on **Your Certificate of Insurance** and listed below:

TR25 HK\$10,000 any one **Period of Insurance**TR75 HK\$20,000 any one **Period of Insurance**TR200 HK\$30,000 any one **Period of Insurance** 

## Section 5.1 - Travel Delay

This section cover delays as a direct result of strike or other industrial action, riot, civil commotion, hijack, terrorism, adverse weather conditions, natural disaster, mechanical and/or electrical breakdown of the Public Transport carrier. Limits as listed above apply.

## (a) Delay of Public Transport

If during a **Trip** the **Public Transport** carrier in which the **Insured Person** has arranged to travel is <u>delayed</u> for at least six (6) consecutive hours from

the departure or arrival time specified in the **Insured Person's** original itinerary due to delays as a direct result of reasons mentioned above, provided the **Insured Person** has checked-in in accordance with the original itinerary.

The period of delay will be calculated from:

<u>Departure delay</u> – the original scheduled departure time of the **Public Transport** carrier specified in the itinerary supplied to the **Insured Person** until the actual departure time either of original **Public Transport** carrier or the first available alternative transportation offered by that **Public Transport** carrier; or

<u>Arrival delay</u> – the original arrival time of the **Public Transport** carrier specified in the itinerary supplied to the **Insured Person** until the actual arrival time either of the original **Public Transport** carrier or the first available alternative transportation offered by that Public Transport carrier.

The **Insured Person** can only claim for either Departure delay or Arrival delay, whichever is the lower in value, but not for both. If the **Insured Person** has consecutive connected flights, each period of delayed hours cannot be accumulated and the cause of the delay must be due to the above-mentioned reasons.

**We** will pay the **Insured Person** for every full six (6) consecutive hours of delay for chosen **Plan** as follows up to the maximum **Limits** as stated above. This benefit can only be utilized once during the **Trip**.

TR25 HK\$300 every full 6 hours of delay TR75 HK\$300 every full 6 hours of delay TR200 HK\$500 every full 6 hours of delay

## (b) Cancellation of Public Transport after checkedin

If during a **Trip** the **Public Transport** carrier in which the **Insured Person** has arranged to travel is <u>cancelled</u>, after the **Insured Person** has checked-in in accordance with the original itinerary, as a direct result of reasons mentioned above.

**We** will reimburse the **Insured Person** for the difference between the refund receivable from the carrier and the cost of the next available equivalent ticket to facilitate continuation of the **Trip**, up to a maximum of HK\$1,500 per any one **Period of Insurance**. This benefits can only be utilized once during the **Trip**.

## Specific Exclusions applicable to Section 5.1 We will not pay for

- 1. For Section 5.1 (a), any resultant delay costs or expenses due to the delay of the public transport.
- any benefit under Section 5.1 (a), if at the time of delay there is/are any other policy(ies) underwritten by other insurance company(ies) which also provides/provide the same nature of benefit as the one being claimed.
- For Section 5.1(b), any delay due to the cancellation of the public transport by the carrier and/or any additional expenses incurred in connection with this cancellation including missed flights;
- any delay arising from the **Insured Person's** refusal or failure to take the first available alternative transportation offered by the relevant **Public Transport** provider;
- any delay arising from an act of omission on the part of the **Insured Person**, including the failure to check in or arrive at the departure gate at the scheduled time suggested by the **Public Transport** carrier or



- immigration clearance control point; or
- the **Insured Person's** failure to secure a confirmed advanced booking of travel tickets prior to the occurrence of a delay.

## Section 5.2 - Travel Cancellation, Curtailment / Trip-Short

For purpose of this Section 5.2, the **Period of Insurance** shall become effective and commence from thirty (30) days before the start of the **Trip**, or upon **Our** acceptance of **Your Application**, whichever the later.

We will pay the maximum Limits of benefits for an Insured Person per any one Period of Insurance, depending on Your chosen Plan, stated on Your Certificate of Insurance and as follows for Section 5.2 (a) and (b):

TR25 HK\$10,000 per **Insured Person**TR75 HK\$20,000 per **Insured Person**TR200 HK\$30.000 per **Insured Person** 

These benefits can only be utilized once during the **Trip**.

### (a) Travel Cancellation

**We** will pay for the loss of irrecoverable deposit or charges of unused travel fare, accommodation expenses paid or contracted hence legally obliged to be paid in event of necessary and unavoidable cancellation of the whole **Trip** by the **Insured Person** arising from:

- death, serious Sickness or Injury of the Insured Person, any member of his /her Immediate Family or his/her Travel Companion;
- witness summons, jury service or compulsory quarantine of the **Insured Person**;
- Serious damage of the Insured Person's principal residence from fire, flood, or similar natural disasters including typhoon, earthquake within seven (7) days before the departure date of the Trip which requires the Insured Person's presence on the premises on the departure date;
- 4. a black alert being issued by the Security Bureau of the Government of Hong Kong under the Outbound Travel Alert System for the planned destination before departing on the **Trip**; or
- 5. insolvency or bankruptcy of:
  - i. a Hong Kong-licensed travel agency registered under Registrar of Travel Agents and who is a member of to the Travel Industry Council of Hong Kong to whom the Insured person have made travel deposits or travel fared to; or
  - ii. an airline that flies in or out of Hong Kong International Airport.

## Provisions applicable to Section 5.2 (a)

To make a claim under this cover:

- due to death, we require the relevant formal death certificate; or
- due to serious **Injury** or serious **Sickness**, we require you to provide us with written confirmation from a doctor on the nature of the serious **Injury** or serious **Sickness**;

## Specific Exclusions applicable to Section 5.2 (a)

**We** will not pay for any loss to Travel Cancellation due to insolvency under item 5 of Section 5.2(a):

- if Your Policy was purchased seven (7) days or less before the date of departure;
- caused directly or indirectly by government regulations or control;
- caused by cancellation by other provider(s) of the travel and/or accommodation;
- 4. that is covered by any other existing insurance scheme or government programme;
- which will be paid or refunded by a hotel, airline, travel agency or other provider(s) of the travel and/or accommodation;
- insolvency that happened, or for which a winding up application or petition for bankruptcy or company winding up (or such other like matter) was filed or made before the purchase date of **Your Policy**; or
- 7. We will also not pay for any claim where the black alert for the planned destination was in existence prior to the time of your application for insurance (for single trip plan) or prior to the time of booking Your trip (for annual plan).

## (b) Travel Curtailment / Cut-short

In the event that a **Trip** after its commencement has to be abandoned and curtailed and an **Insured Person** is inevitably required to return to Hong Kong as a direct result of the following:

- the unexpected death or serious Injury or Sickness of that Insured Person or of any member of his/her Immediate Family or of his/her Travel Companion;
- hijacking of the aircraft in which the **Insured Person** is on board as a fare-paying passenger; or
- a black alert being issued by the Security Bureau of the Government of Hong Kong under the Outbound Travel Alert System for the planned destination after the start date.

We will reimburse the **Insured Person** for the proportional return of relevant irrecoverable unused, prepaid cost of the booked itinerary as shown on the booking invoice, calculated at prorata for each complete day of the booked **Trip** lost, and additional incurred travel cost by economy class only and accommodation expenses unavoidable reasonably and necessarily incurred provided that the **Insured Person** shall surrender any original unused portion of travel and admission tickets to **Us** if they are no longer valid for travel.

## Specific Exclusions applicable to Section 5.2 (b) We will not pay for :

 any claim where a black alert for the planned destination was in existence prior to the time of **Your** application for insurance (for single trip plans) or prior to the time **You** booked the **Trip** (for annual plans).

## Exclusions applicable to Section 5

We will not pay:

- if any strike or other industrial action, riot, civil commotion, hijack, natural disaster, Act of God or adverse weather conditions started, has been announced or has occurred on or before the date of purchase of **Your Policy** for single trip travel policies and before the date of booking or reservation of **Your Trip** for annual policy;
- 2. where the planned destination is at anytime the subject of either a red alert or an amber alert;



- where the planned destination has been reported (prior to the commencement of the trip) by the World Health Organisation or any government or government authority, to be suffering from an epidemic, pandemic, outbreak of a contagious disease or any other such health hazard;
- 4. if **Your Policy** was purchased after **You** became aware of any circumstances which could lead to the disruption of the **Trip**;
- if the reason or cause of the delay was made known or was informed publicly prior to **Your** purchase of **Single Trip** travel **Policies** and before the date of booking or reservation of **Your Trip** for **Annual Policy**;
- 6. for any failure of **Insured Person(s)** to:
  - check for the departure time specified by the carrier or any changes prior to departure; and/or
  - ii. notify the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary of the need to cancel or abandon the travel arrangement immediately if it is found necessary to do so;
- 7. for any loss arising from or relating to:
  - Your business, financial or contractual obligations or those of Your Travel Companion;
  - ii. unlawful acts of or criminal proceedings against any person on whom the booked **Trip** depends;
  - iii. curtailment of Your Trip due to Your financial circumstances;
  - iv. curtailment of **Your Trip** due to government regulations, acts or decrees;
  - v. curtailment of Your Trip due to amendment of that Trip (whether through error, omission or default) by the provider of any service forming part of that Trip (including the agent or tour operator through whom the Trip was booked);
  - vi. cancellation, curtailment or delay due to You, an Insured Person's and/or Your Travel Companion's disinclination to travel); and/or
  - vii. for a claim where a black alert for the planned destination was in existence prior to the start date (for single trip plans) or prior to **Your** booking the trip (in the case of annual plans).

## Section 6 - Delayed baggage

In event of an **Insured Person's** checked-in baggage being temporarily lost, mis-directed or delayed after the **Insured Person's** arrival at the scheduled destination outside of Hong Kong due to mis-handling of airline, or other **Public Transport** carrier and not restored to him/her within six (6) hours upon his/her arrival at the luggage pick-up point, **We** will pay a benefit to the **Insured Person** subject to aggregate and sub-limits as follows:

## Aggregate per Period of Insurance

TR25 HK\$1,500(HK\$300 every full 6 hours of delay)
TR75 HK\$1,500(HK\$300 every full 6 hours of delay)
TR200 HK\$3,000(HK\$500 every full 6 hours of delay)

This benefit can only be utilized once during any one **Trip.** 

For purpose of this cover, any one piece of luggage is deemed to be owned by one **Insured Person**.

## **Exclusion applicable to Section 6**

We will not pay for claims in respect of:

delay, detention, seizure or confiscation by customs or

- other government officials;
- delay which could have been avoided by taking reasonable precautions;
- delay not reported within 2 hours of discovery of the delay to the airline, transport company or other carrier who had custody or control of the baggage or property and who may be responsible for the delay;
- 4. delay not being certified with a baggage irregularity report obtained from the airline or with a letter from the tour operator:
- any baggage not being on the same Public Transport of the Insured Person or any articles mailed or shipped separately or intentionally arranged to be carried by a Public Transport carrier other than the one the Insured Person is on board;
- delay of baggage after the **Insured Person's** return to the Hong Kong SAR;
- any loss claimed under Section 4 arising from the same cause; and/or
- delay where **We** have reasonable grounds for believing that your claim is not made in good faith.
- any benefit under this section, if at the time of delay there is/are any other policy(ies) underwritten by other insurance company(ies) which also provides/provide the same nature of benefit as the one being claimed.

### **Section 7 - Rental Car Excess Benefit**

**We** will pay the motor insurance policy excess or deductibles up to HK\$5,000 (per any one **Period of Insurance**) incurred by an **Adult Insured Person** as a result of **Accidental** loss or damage to a rental car caused by collision, self-accident or theft while it is in the control of that **Insured Person**.

### **Provisions applicable to Section 7**

- such rental car is rented from a licensed rental car company with a signed rental agreement between the Insured Person and that licensed rental car company:
- as part of the rental or hiring arrangements, the Insured Person is required to pay an excess or deductible in respect of loss or damage to the rental motor car caused by an Accident, and You have taken up a comprehensive motor insurance policy against loss or damage of the rental motor car;
- the Insured Person complies with all requirements of the rental agreement and all obligations at law in the country where the motor car is being driven or used and is duly licensed to drive at the time of the Accident;

## **Exclusions applicable to Section 7**

We will not cover to pay for:

- excess applying to an **Insured Person** aged below eighteen (18);
- the Insured Person drives the rental car off a public road or take part in speed or time trials of any kind;
- any loss sustained while the **Insured Person** is under the influence of alcohol or drugs at the time when he is in control of the rental car during rental period;
- any loss owing to illegal or unlawful use of the car by the **Insured Person** during the rental period;
- the loss or damage to the rental car arises from wear and tear, gradual deterioration, damage from insects or vermin, inherent blemish, latent defect or damage;
- 6. all other types of motor vehicles including commercial vehicles, motorcycles, trucks and vans.



## **Section 8 - Personal Liability**

If, during a **Trip**, an **Insured Person** becomes legally liable to pay compensation for an **Accident** that results in:

- the death or injury of another person; and/or
- the loss of or damage to property belonging to another person,

We will indemnify that Insured Person up to the Limit of the Plan selected inclusive of legal costs and expenses incurred by the Insured Person with Our prior consent as detailed on Your Certificate of Insurance.

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TR25 HK$1,500,000 per Period of Insurance
TR75 HK$2,000,000 per Period of Insurance
TR200 HK$3,000,000 per Period of Insurance
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The above mentioned per **Period of Insurance Limits** apply disregard of the number of **Insured Persons** involved or the number of occurrences, whether or not arising from the same source or original cause.

### **Exclusion applicable to Section 8**

We will not pay for any liability:

- arising from an **Insured Person's** willful, malicious, unlawful or dishonest act;
- arising from personal injury or bodily injury or loss of, damage to, or loss of use of property, directly or indirectly caused by seepage, pollution or contamination;
- arising from personal injury or bodily injury directly or indirectly caused by or out of a traffic or motor Accident while he/she was driving a motor vehicle;
- arising before the commencement or after the end of the **Trip**;
- 5. arising from:
  - (a) death or bodily injury of the Insured Person's employee or Immediate Family, Relatives;
  - (b) loss of or damage to property that belongs to or is in the custody or control of the **Insured Person** or the **Insured Person's** employee or **Immediate Family, Relatives**;
  - (c) the **Insured Person's** employment, trade, business or profession;
  - (d) the ownership or occupation of any land or buildings other than temporary holiday accommodation;
  - (e) the ownership, possession or use of animals, firearms, mechanically propelled vehicles, vessels or aircraft of any description;
  - (f) legal costs or penalties arising or resulting from any criminal proceedings; or
  - (g) bailment or conveyances of real estate of personal property.
- any claim or loss arising out of any activity or business conducted or transacted via the internet, intranet, extranet or via the **Insured Person's** own website, internet site, web address or via the transmission of electronic mail or documents or electronic means;
- which is created by an agreement but which would not have existed in the absence of such agreement; or
- 8. judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong, or orders obtained in such a court for the enforcement of judgments made outside Hong Kong, whether or not by any reciprocal agreement to which Hong Kong is a party unless such judgments and/or orders are first accepted by us in writing.

## Part 3. Optional Benefit

Your Policy gives You the flexibility to add extra cover to Your core protection subject to payment of additional Premium and Limits/Excesses as detailed on Your Policy Certificate of Insurance. These Optional Benefits cannot be added interim during the Period of Insurance.

## **Section 9 - Pet Hotel**

If **You** place **Your** cat or dog in a kennel/cattery or pet hotel for the duration of **Your Trip** and **You** are delayed and unable to collect that pet on the day agreed with the kennel/cattery or pet hotel due to the delay of **Your** final inbound **Public Transport** to Hong Kong or if you were hospitalised and/or quarantined outside Hong Kong as directed by a doctor during **Your Trip**, **We** will pay HK\$200 for every full 6 consecutive hours of delay, up to the limit of Plan selected as detailed on **Your Certificate of Insurance** and listed below.

TR25 HK\$1,000 per **Period of Insurance**TR75 HK\$1,000 per **Period of Insurance**TR200 HK\$2,000 per **Period of Insurance** 

## **Provisions applicable to Section 9**

- 1. This benefit is limited to one pet only.
- For us to pay your claim, You must provide Us with written confirmation from:
  - (a) the carrier stating the reason for the delay and Your scheduled date and time of departure and actual date and time of departure of the carrier; or
  - (b) a doctor confirming Your Injury or Sickness; and
  - (c) the kennel/cattery or pet hotel stating the original and actual pet collection dates.

## **Exclusion applicable to Section 9**

**We** will not pay for a claim under this pet hotel cover if the reason for the delay was made known or was informed publicly prior to the purchase of this **Policy** (for single trip) or prior to booking of the **Trip** (for annual policy).

## Part 4. Other Protection

## **Automatic Extension**

If at any time during the **Trip** the **Insured Person** is hospitalised and/or quarantined outside Hong Kong as directed by a doctor, then **Your** cover will be extended up to a maximum of additional thirty (30) days, subject to **Your** payment of additional premium and **Our** prior approval, even if this goes past the original **Period of Insurance** or maximum duration of **Trip** (182 consecutive days for single **Trip** and 90 consecutive days for annual)

We will also extend Your cover up to a maximum of fourteen(14) days if the Public Transport in which You are travelling is delayed through no act or omission of Yours, with the result that Your Trip is not completed when Your original Period of Insurance expires, subject to Your payment of additional premium.

## **One Way Cover**

For **Insured Person** not returning to Hong Kong and is categorized as "One Way" on **Your Certificate of Insurance**, cover terminates no later than seven (7) days



from scheduled time of arrival at the country of final destination or expiry of the original declared **Period of Insurance**, whichever is the earlier.

## **Extreme or Dangerous Sports**

Our Core Cover originally covers amateur sports of baseball, basketball, bowling, cycling, fishing, golf, handball, indoor gym activities, netball; racquet sports; running, jogging, brisk walking, soccer, softball, swimming, volleyball and water polo but exclude any extreme or dangerous sports.

As **You** have declared to **Us** before entering into **Your Policy** your participation in extreme or dangerous sports, **We** will, subject to **Your** payment of additional premium cover such which includes water sports, underwater sports, winter sports and special activities as listed below.

Water sports include, snorkeling, wind surfing, water surfing, water skiing, parasailing, banana boat trip, water motorcycling, rafting, canoeing, boating or kayaking, sailing, cruising, fishing on boat or yacht, and sliding in licensed water park. Underwater sports include underwater strolling, underwater diving and/or scuba diving, all subject to the maximum depth of thirty (30) meters below water level.

Winter sports include skiing, snowboarding, tobogganing, sledding, snow motorcycling and ice skating.

Extreme or dangerous sports also includes special activities of horse riding, trekking, submarine riding, bugee jumping, parachuting, helicopter riding or hot-air ballooning (only as a fare-paying passenger in the helicopter or hot air balloon flown in the course of licensed operation by properly-licensed crews), paragliding, parasailing, hang gliding, mountain biking, freestyle scootering, roller skating, roller skiing, bobsleigh, drifting and rallying.

## Exclusion applicable to Extreme or Dangerous Sports

- 1. professional sports;
- speed time trial or any form of race, competition except triathlon:
- trekking or hiking above 6000 metres in altitude; and/or
- 4. taking part in any of the following <u>activities without a local licensed quide</u>:
  - i. trekking, hiking or mountain biking in extreme or
  - ii. hazardous areas;
  - iii. off piste skiing;
  - iv. scuba diving;
  - v. rafting, canoeing or kayaking in white water rapids;
  - vi. parachuting, sky diving, paragliding and parascending, bungee jumping or other similar activities;
  - vii. rock climbing, caving, pot holing or mountaineering and any like activities that require or need the use of ropes;
  - viii. hang gliding; or
  - ix. hot air ballooning.
- The Insured Person at the time of the Accident is working as air crew, ship crew, professional diver etc. as per General Exclusion 5 (y).

## **Part 5. General Exclusions**

## (Apply To Whole Of The Policy)

We will not pay for :

## 1. Excluded Countries

We do not cover You for travelling to or in Excluded Countries.

## 2. Exceeding Our Maximum Liability

Subject to the benefit limits for individual **Insured Person** as detailed in **Your Certificate** of **Insurance**, **Our** total liability for all **Insured** 

**Persons** under this **Policy** shall NOT exceed HK\$100,000,000 per event any one **Period of Insurance**. In the event **Our** liability exceeds this maximum limit of HK\$100,000,000, the benefits should be apportioned proportionately amongst involved **Insured Person**.

## 3. Fraudulent Or False Claims

**We** will not pay a claim which is in any part fraudulent, false, exaggerated or if **You** or anyone acting for **You**, makes a claim in a fraudulent or false way, or where **We** have been given documents or information that are false or stolen or incomplete.

## 4. Sports Claims

Unless **You** have declared **Your** participation in, **Extreme Sports** as described in Part 4 of this **Policy** before entering into this contract and have been protected accordingly, **We** will not pay for **Your Injury** directly or indirectly caused by **Extreme Sports**.

Under all circumstances, the following sports and activities are excluded whether **You** are covered for **Extreme Sports** or not:

- (a) professional sports;
- (b) speed time trial or any form of race competition except triathlon;
- (c) trekking or hiking above 6000 metres in altitude; and/or
- (d) taking part in any of the following activities without a <u>local licensed quide</u>:
  - i. trekking, hiking or mountain biking in extreme or hazardous areas;
  - ii. off piste skiing;
  - iii. scuba diving;
  - iv. rafting, canoeing or kayaking in white water rapids;
  - v. parachuting, sky diving, paragliding and parascending, bungee jumping or other similar activities;
  - vi. rock climbing, caving, pot holing or mountaineering and any like activities that require or need the use of ropes;
  - vii. hang gliding; or
  - viii. hot air ballooning.

## 5. Other Exclusions

**We** do not pay claims for events that directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following including any fear or threat thereof, whether actual or perceived:-

- a) a time outside Your Period of Insurance with Us as detailed on Your Certificate of Insurance;
- self-inflicted injuries or any attempt to self-inflict any such injuries while sane or insane; suicide or attempted suicide, while sane or insane;
- taking of poison, voluntarily or involuntarily, while sane or insane;
- mental and nervous sleep disorders including infirmity, psychiatric, mental and nervous sleep disorders including insanity;
- e) Pre-existing Conditions, including any treatment and complication arising therefrom;
- f) the **Insured Person's** unlawful act or wilful exposure to danger (other than in an attempt to save human life);
- g) travelling against medical advice or where the travel is made solely or predominantly for the purpose of obtaining medical treatment;
- travelling against the advice of the mass media and/or any government or official body:
  - i. to any particular country or parts of a country;



ii. in respect of a strike, riot, bad weather, civil commotion, contagious disease or other health hazard;

except as covered to the extent expressly written under respective section(s) of this **Policy**;

- i) COVID-19 / Pandemics Exclusion
  - i. Coronavirus (COVID-19) including any mutation or variation thereof; or
  - Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority
- j) travelling to a destination where a travel alert for that planned destination was in existence prior to the start date (for single trip plans) or prior to you booking the trip (for annual plans);
- k) travelling to a destination where either a red alert or an amber alert for that planned destination is in existence prior to commencement of the **Trip**;
- medical, surgical or dental treatment except where such treatment is deemed necessary by an injury or illness within the scope of **Your Policy**;
- m) routine medical examinations or check-ups, routine eye or ear examinations where there is no objective indication of impairment of normal health:
- n) any treatment or investigation of a preventative nature including vaccinations
- rest cures and services or treatment in any home, spa hydro-clinic, sanatorium or long- term care facility that is not a hospital;
- acupuncture unless acupuncture is carried out for an injury arising from an Accident and is treated under the heading medical expenses above;
- q) treatment for obesity, weight reduction (including liposuction) and weight improvement programmes:
- r) cosmetic (aesthetic) or plastic surgery or treatment except for reconstructive surgery and/ or any related treatment:
  - which is carried out to restore function or appearance after an **Accident**;
  - ii. which is done at a medically appropriate stage after the **Accident**; and
  - iii. the cost of the treatment is approved by **Us** in writing before it is done;
- s) infertility, contraception, sterilization (or its reversal), birth defects and/or congenital illness, varicocele, impotence or erectile dysfunction, sexual dysfunction, sex change, sexually transmitted diseases;
- t) Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and any mutant derivatives or variations of these or any related experimental medical treatment;
- any condition resulting from pregnancy, childbirth (include premature childbirth or stillbirth), miscarriage, abortion, pre-natal care and postnatal care, venereal disease or menopause and any complications arising therefrom, except where such treatment is deemed necessary by Injury within the scope of Your Policy;
- v) any depressive, psychological or psychiatric Illness or **Sickness** including post-natal depression;
- w) circumcision operations unless medically necessary;
- flying or other aerial activities except as a farepaying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognised charter company;
- y) an **Insured Person** being engaged as a professional sports person, entertainer, car or

motorcycle racer;

- z) an **Insured Person** who at the time of the incident was actually working and engaged in any of the following capacities or activities:
  - i. ship crew, fisherman or professional diver;
  - worker on an oil-rig platform and/or undertaking offshore work;
  - iii. air crew:
  - iv. aerial photographer or aerial surveyor;
  - v. fire-fighting, police, naval, military, air force service or operations (other than as a serviceman in the Hong Kong National Service undergoing full-time or reservist training);
  - vi. construction work, work at heights above 10 metres, repair activities involving scaffolding or gondolas, work underground in tunnels, demolition work and quarry workers;
  - vii. journalist or news correspondent when working and/or reporting in a war zone;
  - viii. employee, contractor and/or medical staff of disaster relief organisations;
  - ix. security personnel; and/or any occupation or activity dealing with explosives, poisonous or hazardous gases or substances;
- aa) any claim directly or indirectly caused or contributed by :
  - i. labour strike or riot;
  - ii. any action whether direct or indirect to restore or resulting from the restoration of (or attempt to restore) public order;
  - iii. committing an assault or felony;
  - iv. drinking or being under the influence of alcohol;
  - taking or being under the influence of drugs not prescribed by a doctor;

## ab) War and Civil War Exclusion Clause

This insurance does not cover any liability assumed by an Insured Person for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, 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 any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means except where the **Insured Person** is a Passive Participant.

This also includes the supplying, transporting or otherwise handling facilities, equipment, devices, vehicles, weapons or other materials intended for use in war by a party engaged in hostile actions;

In any claim suit or other proceedings where **We** alleges that by reason of this General Exclusion any damage or liability is not covered by the **Policy** the burden of proving that such liability is covered shall be upon the **Insured Person.** 

ac) Injury or damage directly or indirectly caused by or arising from or in consequence of or contributed to by



- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this Exception combustion shall include any selfsustaining process of nuclear fission; and
- ii. nuclear weapons material.

#### ad) Total Asbestos Exclusion Clause

This **Policy** shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

### ae) Cyber Loss Absolute Exclusion Clause

Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any Cyber Loss.

Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- i. the use or operation of any Computer System or computer Network;
- ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- access to, processing, transmission, storage or use of any Data;
- iv. inability to access, process, transmit, store or use any Data;
- v. any threat of or any hoax relating to i. to iv. above:
- vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by **You** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data. Data means information used, accessed, processed, transmitted or stored by a Computer System.

### af) NCB Terrorism Exclusion

This **Policy** does not cover any act of nuclear, chemical, biological terrorism ("NCB Terrorism") regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For purpose of this clause, an act of "NCB terrorism" shall mean an act, including but not limited to the use or the threat thereof, of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and or Biological agent during the **Period of Insurance** 

by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

This clause also exclude loss, damage, cost or expenses 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 any act of NCB terrorism.

If **We** allege that by reason of this clause, any loss, damage, cost or expenses is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.

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

 ag) the **Insured Person** not making all reasonable efforts to safeguard his property or to avoid injury or minimize any claim under **Your Policy**;

## ah) Sanction Limitation and Exclusion Clause:

Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or

If we deny a claim by reason of any of the exclusions described in this section, the burden of proving that the claim is covered is upon **You**.

## Part 6. How To Make A Claim

Please note that We will not be liable for any claim made under your Well Link travel insurance policy if We are not notified as soon as possible of the event and your claim is not submitted within thirty (30) days of the happening of the event that gives rise to such claim.

If an **Accident** hence loss occurs which may lead to a claim being made under **Your Policy**, **You** have to:

 You or Insured Person must contact us, with full details of any Accident, Injury, Sickness, death or event that may give rise to a claim under Your Policy as soon as possible but in any case within thirty (30)



days of the happening of such an **Injury**, **Sickness**, death or other insured event; and

- You or Insured Person must provide Us with any information, evidence or supporting documents and help that We may need, including the following:
  - (a) producing, at Your or Insured Person's expense, receipts, medical certificates and medical reports in the form prescribed by us;
  - (b) the insured person's medical history and records and/or the insured person's or his legal personal representative's written consent to allow us to receive the results of any medical examinations and tests, medical history and records;
  - (c) letter of authority, power of attorney, grant of probate or letters of administration, statutory declarations etc required by us;
  - (d) if requested by us, to undergo a medical examination at our expense; and/or
  - (e) if the claim relates to the death of an insured person and if requested by us and not forbidden by law, a post- mortem examination to be done at our expense; or
  - (f) if IDD calls are made to our appointed assistance company, your mobile bill highlighting the cost.
- 3. do everything **You** can to minimize and prevent aggravation of the loss, damage or injury; and
- 4. give **Us** any information and assistance **We** may need in handling the claim.

**You** can contact **Us** by e-mail or phone in relation to other queries. More information concerning what to do in the event of an **Accident** can be found on **Our** website www.wli.com.hk.

Please inform **Us** if **You** would like someone else to deal with **Your Policy** or claim on **Your** behalf. In some exceptional cases, **We** may also deal with other people on **Your** behalf, with **Your** consent. If at any time **You** would prefer **Us** to deal with **You** only, please let **Us** know.

## **Important Notes on Claims**

- You must not admit liability for or negotiate to settle any claim without Our consent
- 2. We are entitled but not obliged to represent You, or any other person covered by Your Policy to take over and carry out the negotiation, defence or settlement of any claim at Our full discretion
- **3. We** are entitled but not obliged to represent **You** at any inquest or official inquiry
- 4. If We pay Your claim, We have the right to take legal action in the name of You and/or named Insured Person against any person responsible for the loss, damage or injury. We will take this action at Our own expense. You must not do anything that Limits Our right to do this
- Once We have paid Your claim up to the applicable Limit, We are not obliged to continue to conduct the defence or settlement of a claim against You and/or named Insured Person by another person.
- If We decide not to continue to conduct the defence or settlement of a claim, We will not be responsible for any damage, loss, costs or expenses incurred by You or by any other person as a result of Our decision.

If **You** give **Us** information about another person, in doing so you confirm that other person has given **You** permission to provide the information to **Us** to be able to process that information and also that **You** have told that other person who we are and that **We** will use that information.

## Who We Can Pav

If a claim is made under **Your Policy**, **We** may settle the claim with the **Insured Person** or his/her legal personal representative. The **Insured Person's** or his/her legal personal representative's receipt of the payment shall absolve **Us** of all further liability.

If upon **Your** instruction, benefits are to be paid to any other person and noted in an amendment to **Your Policy**, **We** shall be permitted to pay the benefits to such person. Any such payment absolves **Us** of all further liability to **You** and/or to any other person.

## **Part 7. General Conditions**

## 1. Duplicate insurance

An **Insured Person** may only be covered under one Well Link travel insurance **Policy**.

If an **Insured Person** is covered under more than one **Well Link** travel insurance **Policy** (which we will call an additional **Well Link travel Policy**), We will treat that **Insured Person** as being covered under the policy with the highest benefit level only and that **Insured Person** will not be covered under the other additional **Well Link** travel policy or additional **Well Link** travel policies.

Where the benefits of the additional policy or policies are identical to each other, we will consider the **Insured Person** as only being insured under the policy that was first issued by us. The **Insured Person** will not be covered under the additional **Well Link** travel **Policy** or policies.

Where the benefits of an additional **Well Link** travel **Policy** or policies differ by virtue of the different optional covers that **You** have selected for the **Insured Person**, **We** will allow you to choose which policy you wish to continue coverage under, and the **Insured Person** will not be covered under any other additional Well Link travel policies with us.

**We** will refund, without interest, any duplicated premiums.

## 2. Other Insurance

Save and except Section 5.1(a) - Delay of Public Transport and Section 6 - Delayed Baggage, if at the time of a claim by **You** or by an **Insured Person**, **You** or that **Insured Person** has other insurance against the events covered or is entitled to a reimbursement of all or part of the claimed expenses from any other source, **We** will only be liable to pay for the difference between the amount recoverable from such other source and the amount that would otherwise have been recoverable under **Your Policy**.

## 3. Your Responsibility

## 3.1 Renewal (for annual plan only)

In order to offer **You** continued cover on **Your** annual **Well Link** travel insurance policy, **We** may renew your annual policy automatically at the premium and on the terms determined by **Us**. **You** should be aware that **We** can only consider automatic renewal when:

(a) You have made us aware of and We have accepted any changes to Your Policy details (including those of all Insured Persons);



- (b) the credit card details given to us by You have not changed; and
- (c) there are no outstanding payments or other breaches of **Your Policy**.

Unless **We** hear to the contrary, **We** are entitled to assume that the details provided by **You** to **Us** (including those of all **Insured Persons**) have not changed and that **You** have the consent of the credit card holder. **We** may then automatically debit the credit card **We** have on file with the renewal premium.

**You** may opt out of automatic renewal at any time by emailing **Us** at least 14 days before the expiry of **Your Policy**.

## 3.2 Taking Precautions

You and all Insured Persons must at all times take reasonable precautions to prevent Accidents or other similar events. You must take all reasonable care to safeguard Your personal possessions while travelling.

If **You** leave **Your** personal possessions unsupervised in a public place we will not pay **Your** claim.

At the time of **Your Trip**, **You** and each **Insured Person** must be medically fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the **Trip**, otherwise any claim is not payable.

## 3.3 Your Duty To Tell Us

**You** must fully and truthfully disclose to **Us** the facts as **You** know or ought to know, otherwise **You** may receive no benefit from **Your Policy**.

When **You** answer **Our** questions, it is important that you answer fully and truthfully as **You** are obliged under the law to tell us anything **You** know or should know that is necessary for **Us** in making **Our** decision to insure **You** or anyone else under **Your Well Link** travel insurance **Policy** and the terms on which we will insure **You**. This includes answers to questions **We** ask when **You** apply for a policy, renew, or alter **Your Policy**, and any other matters which might affect whether **We** insure **You** and on what terms.

**We** use the information **You** give **Us** to decide whether to insure **You**, or anyone else, so it is important **You** understand this when **You** are answering our questions for yourself and for anyone else who **You** want us to cover.

If **You** do not answer **Our** questions fully and truthfully and do not disclose all relevant information to us, then **Your** claim could be reduced or refused (either totally or in part). **We** may even cancel **Your** policy and treat **Your Policy** as never having existed.

**You** must inform us immediately of any changes in the information **You** have given us previously. If **You** do not, **You** may not receive any benefits under **Your** Policy on any claim and/or **We** may cancel **Your** Policy. In addition, **We** may also seek to recover any costs **We** have incurred.

### 3.4 Misstatement Of Age

If at any time **We** discover that any **Insured Person** has misstated their age with the result
that they would not meet **Our** age eligibility
requirements and as a consequence would not

have been eligible for cover under **Your Policy** , then **Your Policy** will be automatically void and no benefit shall be payable. **Our** liability shall be limited to a refund of the premium paid without interest.

## 3.5 Misstatement Of Health

If at any time we discover that any **Insured Person** has not fully disclosed, has misrepresented to **Us** or has concealed any circumstances or issues materially relevant to his health including whether that **Insured Person** is suffering from a disease, disability, sickness or handicap, then this **Policy** is voidable at **Our** sole option.

## 3.6 Payment Of Your Premium

**Your** insurance premium will be shown on **Our** certificate of insurance and **You** must pay your premium directly to **Us** by the due date specified in the relevant confirmation sent by us to **You**.

Where **You** are paying **Your** premium in full, then if the total premium is not paid and received in full by us on or before the start date, the **Policy** will be deemed to be immediately and automatically cancelled and no benefits will be payable by **Us**.

Any premium payment received after the start date shall have no effect on the cancellation of **Your Policy** .

Any premium payment received after the specified due date shall have no effect on the cancellation of **Your Policy**.

All payments for any insurance products, renewals, or other services purchased via our website must be paid in full by the due date specified in the relevant confirmation.

Unless otherwise provided for, all payments are required to be made by **You** using a type of credit card accepted by us at the time of purchase or renewal of the applicable insurance policy. **You** must therefore provide to **Us** through **Our** website, details of **Your** current and valid credit card, including:

- credit card type;
- name on credit card;
- credit card number and expiry date.

You should not send us sensitive financial information like Your credit card number by email. Unless You ask Us to change Your payment details, We will debit the credit card We have on file to collect any money due on Your Policy.

## 3.7 Refunds, Reimbursements and Recovered

You must pay or repay Us any amount for which We would not otherwise be liable under Your Policy.

**You** must also inform **Us** if **You** recover any lost or stolen item after making a claim on **Your Policy**. In this event, **We** may require **You** to immediately deliver and transfer the recovered item to **Us**.

## 4. Policy changes and cancellation

## 4.1 Policy changes

.... by You

**You** must inform **Us** in writing within seven (7) days if there are any changes.



All changes are subject to **Our** approval. If **We** accept a change, **We** will confirm it in writing to **You** or make necessary changes in **Your Certificate of Insurance**.

**We** will refund to **You** or collect from **You** the **Premium** if the difference or aggregate **Premium** calculated from **Your** requested date plus notification period (if applicable) exceeds the amount of \$50.

The changes **You** request will only take place when **We** have confirmed them and **You** have paid the required additional **Premium**. Failure to provide the correct information of any changes to **Us** could adversely affect **Your Policy** including the invalidation of **Your Policy** or claims being rejected or not fully paid.

### ....by Us

**We** may change the terms and conditions of **Your Policy**, including the **Premium** payable. **We** will notify **You** of any changes at least 7 days before such changes become effective.

We may also change any terms and provisions under Your Policy upon renewal, such that the change will be effective from the next Period of Insurance. Your continued payment of the Premium after We have given You notice of any changes to Your Policy will mean that You have accepted such changes.

## 4.2 Policy cancellation

Both You and We may cancel Your Policy

- a) if it is a Single Trip Policy at any time prior to commencement date of the Policy. But if You are the party to raise the cancellation, We will charge you an administration fee of \$100 subject to adjustment as may be displayed at Our website at the time of cancellation. There will be no premium refund if You cancel Your Policy after Policy commencement date; or
- b) if it is an **Annual Travel Policy** by giving 7 days' notice by registered mail to the other party.

In any case if **You** are the one to raise the cancellation, **You** must pay to us all of the outstanding premium. Delayed payments will be subject to interest and additional charges.

Upon cancellation whether being raised by **You** or **Us**, **We** will return any proportionate part of the **Premium** for the unexpired **Period of Insurance** to **You** after deduction of the administration fee. No refund will be payable if the refund premium is less than \$50.

But **You** will not be entitled to any refund of premium if

- any claim is made &/or paid under Your Policy.
- ii. You owe us any money including premium;
- iii. the refund amount is less than HK\$50;

### 4.2.1 Immediate Termination

Unless **We** agree otherwise in writing, cover under this **Policy** for any particular **Insured** 

**Person** shall immediately terminate on the earliest happening of the following events:

- i. on the expiry of the Period of Insurance;
- ii. failure to pay the lump sum premium;
- iii. on the occurrence of an event or events for which the maximum sum insured is payable or has been paid;
- iv. on the death of such **Insured Person**; or v. upon such **Insured Person** ceasing to
- v. upon such **Insured Person** ceasing to satisfy any of the eligibility requirements set out in **Your Policy**.

## 4.2.2 Post Cancellation And Termination

The terms, conditions and provisions of **Your Policy** which are capable of having effect after the cancellation or termination of **Your Policy** shall remain in full force insofar as and for as long as may be necessary to give effect to them.

## 4.2.3 Misrepresentation Cancellation And Termination

Should there be any non-disclosure and/or misrepresentation, whether out of omission or intentionally, in **Your** arrangement of policy and/or handling of claim, **We** have the right to cancel **Your** Policy from inception. In such circumstance, We will charge **You** an administration fee of \$1,000 and treat **Your** Policy as if never exists.

### 5. Important Conditions about Your Policy

### 5.1 Jurisdiction and Governing Laws

This **Policy** has been construed and is subject to the exclusive jurisdiction of Hong Kong SAR

## 5.2 Legal Action

No legal action shall be brought to recover on this **Policy** prior to the expiration of sixty (60) days after written proof of claims has been provided to **Us** in writing in accordance with the requirement of **Your Policy**.

## 5.3 Subrogation

We shall be entitled at Our sole discretion to prosecute in **Your** name regarding any claim for damages costs indemnity contribution or otherwise against any person who may be liable to You in respect of any liability on the part of You for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. You shall give all such information and assistance as **We** may from time to time require and execute any necessary documents for the purpose of vesting such rights in Us. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for Our benefit to the extent of the amount paid by **Us** in respect of any claim including any costs and expenses paid or incurred by Us and costs and expenses incurred in prosecuting such recovery action.



## **5.4 Interest Of Other Persons**

**You** are not allowed to transfer or assign **Your** interest in **Your Policy** to any other person without first obtaining **Our** written approval.

- 5.5 We assume no liability for the availability, quality or results of any service or for Your failure to obtain any treatment or service covered by Your Policy.
- **5.6** A clerical error by **Us** shall not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

### 6. Dispute Resolution

We are committed to providing You with quality insurance products and services, however any dispute, controversy, difference or claim arising out of or relating to Your Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding noncontractual obligations arising out of or relating to it shall be referred to the Hong Kong Mediation Council for mediation in accordance with its guidelines. You and Us agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached through the mediation.

If any dispute, controversy, difference or claim arising out of or relating to Your Policy is not referred to mediation or if mediation fails, the dispute, controversy, difference or claim arising out of or relating to Your Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding noncontractual obligations arising out of or relating to it shall be referred to and determined by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The parties shall jointly appoint one (1) arbitrator. If the parties fail to agree upon the choice of one (1) arbitrator within one (1) month from the date of the Notice of Arbitration, then the choice of one (1) arbitrator shall be referred to the Chairman for the time being of the HKIAC. The law of this arbitration clause shall be the law of the Hong Kong Special Administrative Region. The seat of arbitration shall be the Hong Kong Administrative Region. The arbitration proceedings shall be conducted in the English language.

It is expressly stipulated that it is a condition precedent to any right of action or suit upon **Your Policy** that an arbitration award shall be first obtained.

If **We** disclaim liability to **You** for any claim under **Your Policy** and such claim is not, within twelve (12) calendar months from the date of such disclaimer, have been referred to arbitration under the provisions of this **Policy** document then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Subject to the mediation and arbitration clause above, **Your Policy** is subject to the exclusive jurisdiction of

the courts of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

### 7. What To Do If You Are Not Satisfied

We make every effort to provide a good standard of service to all **Our** policyholders. If on any occasion **Our** service falls below the standard **You** would expect **Us** to meet, **You** may

- submit Your feedback to Our manager in charge of the matter You are raising; or
- if subsequent to above, You require further assistance then please write to

Chief Executive Officer Well Link General Insurance Company Limited Suite 1609, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong

An acknowledgement that **Your** complaint has been received will be sent to **You** and **Your** complaint will be investigated.

# Memorandum applicable to Section 5.2(a).5.ii Travel Cancellation due to insolvency or bankruptcy of Airline

It is hereby noted and agreed that exclusion (8), as read below, is added under Special Exclusions applicable to Section 5.2 (a) to Policy issued on Feb 02, 2019 or after:

"8.The cover of Section 5.2 (a) 5. ii insolvency or bankruptcy of an airline that files in or out of Hong Kong International Airport does not apply to any Insured Person(s) who travel with Hong Kong Airlines"

Subject otherwise to terms, conditions and provisions of the original policy.

Important – Please remember to quote **Your Policy** reference in any communication



## **Appendix – Summary of Cover**

Plan	TR25	TR75	TR200	
Core Benefits	Maximum Limits Payable			
Section 1. Accidental Death / Total Permanent Disablement (Lump Sum)				
Per <b>Adult</b> 70 years old or younger	HK\$250,000	HK\$750,000	HK\$2,000,000	
Per Child /Adult 71 years and older	HK\$125,000	HK\$375,000	HK\$1,000,000	
Section 2. Medical Expenses				
Per <b>Adult</b> 70 years old or younger	HK\$250,000	HK\$500,000	HK\$1,000,000	
Per <b>Child</b> / <b>Adult</b> 71 years or older	HK\$125,000	HK\$250,000	HK\$500,000	
- Sub-limit for Medical expenses of Chine	ese Medical Pract	itioner (for Accid	lental Injury)	
Maximum. per <b>Accident</b>	HK\$2,000	HK\$2,500	HK\$3,000	
	(HK\$150/day)	(HK\$250/day)	(HK\$500/day)	
<ul> <li>Sub-limit for Medical Expenses of physi (for Accidental Injury)</li> </ul>	otherapy and/or	chiropractic trea	atment	
Maximum. per <b>Accident</b>	HK\$6,000	HK\$7,500	HK\$9,000	
	(HK\$300/day)	(HK\$300/day)	(HK\$300/day)	
- Sub-limit for follow-up treatment	Maximum Limit per <b>Accident</b>			
due to <b>Accidental Injury</b>	100%	% of maximum be	nefits	
due to illness/ <b>Sickness</b>	5%	of maximum ben	efits	
Section 3. Evacuation & Repatriation				
Per <b>Adult</b> 70 years old or younger	HK\$3,000,000	HK\$3,000,000	HK\$3,000,000	
Per <b>Child</b> / <b>Adult</b> 71 years or older	HK\$1,500,000	HK\$1,500,000	HK\$1,500,000	
Section 4. Loss of Personal Possessions				
Per Insured Person	HK\$5,000	HK\$10,000	HK\$20,000	
Sub-limit for any single article, pair or set of articles	HK\$2,500	HK\$2,500	HK\$2,500	
Section 5. Travel Cancellation and Delay		1		
-Trip Cancellation, Trip Curtailment/Cut-Trip Per Insured Person	HK\$10,000	HK\$20,000	HK\$30,000	
-Travel Delay Per Insured Person	HK\$1,500	HK\$3,000	HK\$5,000	
Section 6 . Delayed Baggage Per Insured Person	HK\$1,500	HK\$1,500	HK\$3,000	
Section 7. Rental Car Excess Per Insured Person	HK\$5,000	HK\$5,000	HK\$5,000	
Section 8. Personal Liability  Maximum Limit	HK\$1,500,000	HK\$2,000,000	HK\$3,000,000	
Optional Benefit				
Section 9 Pet Hotel One Pet Only	HK\$1,000	HK\$1,000	HK\$2,000	



## Personal Information Collection Statement ("Statement")

Well Link General Insurance Company Limited 立橋保險有限公司 (referred to hereinafter as "We", "Us", "Our") is a member of Well Link Group with associated, affiliated and subsidiary members companies as added from time to time (referred to hereinafter as "Our Group" or "Well Link Group"). We recognize Our responsibilities in relation to collection, holding, processing, use, transfer, disclose and/or share of personal data under the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) (the "PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data collected by Us is accurate and secure.

#### **Purpose of Collection**

From time to time, it is necessary for you to supply Us personal information about yourself, policyowner, life insured, beneficiary and/or other relevant individuals in connection with our provision of products and services. Provision of the personal information to Us is voluntary. However, failure to supply such information may result in Us not being able to process your case and/or provide you or continue to provide you with insurance products and services you have applied for.

We may also use, store, process, transfer, disclose or share Your personal data for purposes including but not limited to:

- 1. ensuring that content from Our website is presented in the most effective manner for you and for Your computer;
- 2. enabling Us to communicate with You, respond to Your queries and to verify your identity;
- 3. identifying policies of insurance issued by Us for which you may be eligible and to provide you with quotes;
- 4. assessing, processing any application for policies of insurance that you make and administering and carrying out variations, cancellations, endorsements or renewals of insurance products as the case may be;
- 5. assisting in the issuance, administration and processing, arranging coinsurance and/or reinsurance of your insurance policies, payment instruction, policy renewal notice and relating services;
- assessing and processing claims handling;
- 7. exercising rights of subrogation (if applicable) and collection of amounts outstanding (if any);
- 8. matching any data held which relates to you from time to time for purposes as listed here;
- conducting market research for statistical or other purposes to allow Us to improve our products and services for you and designing products/services for You;
- 10. carrying out Our obligations arising from any contracts entered into between you and Us and other purposes in connection with the provision of any of Our products and services to you, including Policy underwriting, servicing and administration;
- 11. promoting, managing, conducting and direct marketing the insurance products and services of Well Link General Insurance Company Limited 立橋保險有限公司 and Our Group;
- 12. direct marketing of products and services and other subjects as described under the heading "Direct Marketing" below subject to your prior prescribed consent (if any), and you can exercise the right of opt-out by notifying Us at any time.
- 13. allowing you to participate in interactive features of Our service, when you choose to do so;
- 14. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Us and Our Group;
- 15. using or making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purpose, investigations by police or other government or regulatory authorities or bodies in Hong Kong or elsewhere and complying with the laws of any applicable jurisdiction in sanctions or prevention or detection of money laundering, terrorist financing, fraud or other unlawful activities within or outside Hong Kong; and
- 16. other purposes notified to you on or before the time of collection or use.

### **Data Transfer**

Personal data held by Us will be kept confidential, but We may, for the purposes set out above, disclose and transfer your personal data to or from:

- any agent, contractor or third party who provides technology or other services to Us including direct marketing services, payment, data
  processing, website hosting, administrative and/or other services to us in connection with company's operations and provision of Policy
  administration and insurance services, including but not limited to insurance intermediaries, reinsurers, loss adjusters, claims investigations
  companies, lawyers, accountants, healthcare entities, other insurance companies, financial institutions and credit card companies, credit
  reference agencies and debt collection agencies etc. in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- related insurance industry associations/federations and their members;
- any member of the Well Link Group, Our associates and business partners;
- organizations conducting actuarial or research studies;
- government, judicial, law enforcement, tax authority (where applicable) or competent regulatory bodies or any person to whom we are under a legal and/or regulatory obligation to make disclosure; and
- other persons as notified to you on or before the time of collection or use,

in each case both within and outside of Hong Kong. Where We transfer your personal data outside of Hong Kong We will ensure that the recipient of your personal data has in place policies, procedures, suitably secure servers and other measures at least equivalent to Our own.

## **Direct Marketing**

We may, from time to time, use, disclose or transfer your name and contact details (including but not limited to telephone number, email address, postal address, services and products portfolio, financial and demographic data) ("Relevant Personal Data") to Well Link Group and Our associates and business partners (whether for gain or not) for their use for the purposes of conducting direct marketing (including but not limited to providing reward, loyalty or privileged programs) in relation to the following classes of products and services that We, Our Group and Our associates or business partners may offer:

- Insurance, banking, financial, securities, assets management and related product and services;
- Products and services in relation to health, wellness and medical, food and beverage, sporting activities and membership, travel and transportation, social networking and media.

We and Well Link Group intend to send you marketing communications or material and use, disclose or transfer your Relevant Personal Data in accordance with the paragraphs above for direct marketing purpose and We cannot do so without your consent (which includes an indication of no objection).



You may exercise your right to withdraw your consent to the use, disclose or transfer your Relevant personal data by Us to a third party for direct marketing purposes, and if you choose to exercise such right, We shall cease to use, disclose or transfer your personal data for such purposes, save and except for the purpose of Policy renewal and related services. If you object to Our intended use, disclosure or transfer of your Relevant Personal Data for direct marketing, please indicate in the following "Use and Disclosure of Your Relevant Personal Date" section (or where specified at the time of collection) or you may write to Us to opt out from or withdraw your consent to direct marketing at any time.

### **Policy Renewal and Related Services**

In order to ensure that you have continuance insurance cover, We shall at appropriate timing provide you with Policy renewal notice and related services. Such services may entail use of your personal data, and have been expressly listed as one of the purposes for collection of your personal data hereinabove. If you subsequently opt not to receive any renewal notice, you must bear the risk of failing to have your insurance renewed on time.

#### **Access Requests**

You have the right in accordance with the PDPO to request access to and correct your personal data held by Us. If We do not provide you with access, We will provide you with reasons for the refusal and inform you of any legal exceptions relied upon. If you wish to access or correct your personal data held by Us, please contact Us using the information below. your request to provide information will be dealt with in a reasonable time and We may recover from you our reasonable cost for processing your request and supplying the information to You.

Any questions, comments and requests regarding this Statement and our Privacy Policy Statement should be addressed in writing to:

Data Protection Officer Well Link General Insurance Company Limited, Suite 1609, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

#### Security

All information you provide to Us is stored on Our secure servers and, are maintained, controlled, protected and retained for either the period of Our business relationship or, for the requisite retention periods as stipulated in any contractual arrangements or applicable laws (whichever is later). Any payment transactions and all pages that require personal information will be processed in secured way.

#### **Privacy Policy Statement**

Our Privacy Policy Statement is available at Our website, which includes Our Personal Information Collection Statement and details of Our Cookie Policy.

#### **Reservation of Rights**

We reserve Our rights to vary or amend this Statement and our Privacy Policy Statement at any time and at Our sole and absolute discretion to ensure that this Statement and Our Privacy Policy Statement is consistent with Our future developments, industry trends and/or any changes in legal or regulatory requirements.

## My acknowledgment

You acknowledge and accept that your use of Our website and/or Our product(s) and service(s) indicates your acceptance of Our website terms of use and of Our security and privacy statement including this Statement.

This is Our current security and privacy statement. It replaces any previous security and privacy statement published on Our website. We are under no obligation to specifically notify you of any variation to this Statement or any other security and privacy statement.

YOU AGREE AND ACCEPT, BY your USE OF OUR WEBSITE and/or OUR PRODUCT(S) AND SERVICE(S), THIS STATEMENT

Similarly, after any variation to this Statement, you agree and accept that We have provided you with sufficient notice of the variation and you are taken to have accepted every such new Statement.

<sup>\*</sup>In event of any inconsistency between the English version and Chinese version, the English version shall prevail.