



Liberty International Insurance Ltd  
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## Individual Travel Insurance Policy

Please read this policy carefully and have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description: otherwise this policy will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this policy will render this policy voidable.

請小心查閱此保單，如有任何錯漏請即於出保單日後十四天內擲回更正為荷，否則此保單被視為正確無誤，更鄭重聲明對此保單所提之一切資料，如有任何隱瞞或錯失之錯誤表達者或違反此保單之規條或章則者，會導致此保單無效。



The Policyholder named in the Schedule (the “Insured Person”) and Liberty International Insurance Ltd (“Liberty”) agree on the basis of the proposal made by the Insured Person that:

- The Insured Person will pay the premium and adhere to all terms and conditions of the Policy;
- Liberty will provide the Insurance described in this Policy during the term of Insurance, subject to the terms and conditions of the Policy.

If during the Period of Insurance the Insured Person shall sustain loss as herein defined and described in this Policy while traveling outside his/her place of residence in Hong Kong on a bonafide trip, Liberty will pay the benefits as stated in the Policy Schedule.

Pronouns used in this policy shall, when applicable, apply to either gender.

## **DEFINITIONS**

### **1. Insured Person**

shall mean the person in whose name the Policy is issued and is named in the Policy Schedule.

### **2. Trip**

shall mean the time the Insured Person leaves his/her place of residence in Hong Kong directly to the port of exit, two (2) hours before his/her scheduled departure time of the carrier in which the Insured Person has arranged to travel whichever comes last, and shall continue such time as he/she returns to his/her place of residence in Hong Kong, or within two (2) hours after his/her scheduled arrival time of the carrier in which the Insured Person has arranged to travel, or at the expiration of the one hundred and eighty (180) days from the date the journey commenced, whichever comes first. For an annual travel policy, every single Trip shall expire after the ninetieth day from the date each journey’s commencement date.

### **3. Accident/Accidental**

shall mean a sudden, unforeseen and unexpected event happening by chance.

### **4. Bodily Injury**

shall mean injury which is sustained by the Insured Person on any part of his/her body during the Period of Insurance and is caused by an Accident.

### **5. Disability/Disabilities**

shall mean any of the Disabilities (including death) listed in the table entitled “Table of Benefits” under Accidental Death and Permanent Total Disability which must be resulted from a Bodily Injury of the Insured Person.

### **6. Permanent**

shall mean lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement.

### **7. Permanent Total Disability**

shall mean totally and Permanently unable to engage in any occupation or employment for which an Insured Person is reasonably qualified by education, training or experience. In the event that an Insured Person is unemployed at the time of Bodily Injury, it shall mean totally and Permanently unable to perform all of the Activities of Daily Life. In either case, such a Disability must have lasted for twelve (12) consecutive months without interruption and must be certified by a Physician to be

total, continuous and permanent for the remainder of the Insured Person’s life.

### **8. Activities of Daily Life**

shall mean eating, dressing, bathing, using the lavatory and moving in/out of a bed in all cases without assistance.

### **9. Hospital**

shall mean a lawfully operating public or private hospital.

### **10. Physician**

shall mean any person legally authorized in the geographical area of his practice to render medical and surgical services, but excluding any individual who is the Insured Person, or an Immediate Family Member of the Insured Person.

### **11. Sickness**

shall mean sickness or disease contracted and commencing during the Period of Trip whilst abroad and shall be used solely for the purpose of interpreting benefits 3 to 7.

### **12. Medical Necessary Expenses**

shall mean all reasonable and customary costs necessarily incurred while on a Trip, as a result of sustaining Bodily Injury or Sickness, paid by the Insured Person to a Physician, surgeon, nurse, Hospital, and/or surface ambulance (excluding helicopter and any aircraft) hire but excluding the cost of dental treatment unless such treatment is necessarily incurred.

### **13. Second Degree Burn**

shall mean both the epidermis and the underlying dermis are damaged.

### **14. Third Degree Burn**

shall mean the damage or destruction of the skin to its full depth and damage to the tissues beneath.

### **15. Adult**

shall mean a person aged 17 to 75 years inclusive.

### **16. Dependant Child**

shall mean a person aged 6 months to 16 years inclusive who is not married.

### **17. Family**

shall mean the Insured Person, the Insured Person’s legally married spouse and legally Dependent Children.

### **18. Immediate Family Member**

shall mean the Insured Person’s spouse, parents, parents-in-law, grandparents, siblings or children.

### **19. Loss**

shall mean

- a) complete physical separation from the body, or
- b) total and irrecoverable loss of function, beyond remedy by surgical or other treatment, continuous for at least twelve (12) consecutive months and certified by a Physician to continue in that condition for the remainder of the Insured Person’s life.

### **20. Public Conveyance**

shall mean any bus, coach, ferry, hovercraft, hydrofoil, ship, taxi, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying-passengers, and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operated only between established commercial airports or licensed commercial helicopters, and any fixed-wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.



**21. Terrorism**

shall mean an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. The perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or governments(s).

**22. Utilization of Nuclear Weapons of Mass Destruction**

shall mean the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

**23. Utilization of Chemical Weapons of Mass Destruction**

shall mean the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

**24. Utilization of Biological Weapons of Mass Destruction**

shall mean the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

**25. Hong Kong**

shall mean Hong Kong, Special Administration Region, People's Republic of China.

**26. Asia**

Brunei, Cambodia, China, Guam, Indonesia, Laos, Malaysia, Myanmar, Philippines, Singapore, Taiwan, Korea, Japan, Thailand and Vietnam.

**SCOPE OF BENEFITS**

**1. Accidental Death/Permanent Disability**

*Up to HK\$ 1,000,000 per Adult Insured Person/Up to HK\$200,000 per Dependent Child Insured Person*

**Double Indemnity for Public Conveyance for Adult Insured Person**

If during the Period of Insurance, an Adult Insured Person sustains Bodily Injury while traveling as a fare-paying passenger on board a Public Conveyance which directly causes or results in his/her death or any of the Disabilities within 12 months from the date on which the Bodily Injury was sustained, Liberty will pay an additional 100 percent of the Sum Insured for Accidental Death/Permanent Disability as listed in the Table of Benefits.

Liberty will pay the respective Percentage of Sum Insured as described below:

**Table of Benefits**

Death and Permanent Disability

<b><u>Benefit Items</u></b>	<b><u>Percentage of Sum Insured</u></b>	
1. Accidental Death	100%	
2. Permanent Total Disability	100%	
3. Permanent total paralysis of all limbs	100%	
4. Permanent and incurable insanity	100%	
5. Loss of entire sight of one or both eyes	100%	
6. Loss of one or more limbs	100%	
7. Loss of speech and hearing	100%	
8. Loss of hearing in both ears	75%	
9. Loss of hearing in one ear	15%	
10. Loss of speech	50%	
11. Permanent total loss of lens of each eye	50%	
12. Loss of toes		
a) All	20%	
b) Two joints of each big toe	7.5%	
13. Loss of metacarpals		
a) First or second	3%	
b) Third, fourth or fifth	2%	
14. Loss of one thumb		
a) Both joints	30%	
b) First joint	15%	
15. Fractured Leg or Patella with established non-union	15%	
16. Shortening of Leg by at least 5cm	10%	
	Right	Left
	<u>Hand</u>	<u>Hand</u>
17. Loss of four fingers and thumb	70%	50%
18. Loss of four fingers	40%	30%
19. Loss of each of index, middle, ring or little finger		
a) Three joints	15%	10%
b) Two joints	10%	7.5%
c) One joint	7.5%	5%
20. Permanent Disability not provided for under Benefit Items 8-19 inclusive. Such percentage of the Sum Insured as Liberty in its absolute discretion shall determine, being in its opinion not inconsistent with the Benefit Items 8-19.		

Notes: a) Benefits payable in respect of "Right hand" and "Left hand" under items 17- 19 of the "Table of Benefits" shall be reversed if an Insured Person is left-handed.

b) An Insured Person shall not be entitled to benefit payment under more than one of the benefit items in the "Table of Benefits" in respect of the same Accident. If an Insured Person suffers more than one Disability in the same Accident, Liberty shall only be liable to pay for the Disability which attracts the highest amount of benefits in accordance with the "Table of Benefits". For the remainder of the policy period, the Sum Insured will be reduced by the amount of benefit paid.

c) If a payment has been made in respect of any Permanent Disability under benefit items 2-19 of the "Table of Benefits" and death occurs as a result of and within the twelve (12) consecutive months following Bodily Injury, then Liberty shall pay the difference (if any) between the benefit payable for the Disability and the benefit payable for Accidental Death.

**Exposure and Disappearance:**

It is noted that this Policy shall cover an Insured Person(s), under the original policy, being exposed to the elements as resulting in an Accident, provided such Accident falls within the terms and conditions of this Policy.

If the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling at the time of Bodily Injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from Bodily Injury caused by an Accident covered by this agreement at the time of such disappearance, sinking or wrecking.

**2. Major Burns**

*Up to HK\$ 200,000 per Adult or Dependent Child Insured Person*

Liberty shall pay the Insured Person in respect of the following events according to the percentage bearing if he/she sustains a Bodily Injury as a result of an Accident and is duly diagnosed by a Physician to have suffered any of the events listed hereunder.

<u>Benefit Items</u>	<u>Percentage of Compensation</u>	
	<u>Second Degree</u>	<u>Third Degree</u>
On 50% or more of body surface	100%	
On 30% or more of body surface	50%	
On 20% or more of body surface	40%	100%
On 10% or more of body surface	20%	75%
On 5% or more of body surface	10%	50%

**3. Medical Expenses (Accident and Sickness)**

*Up to HK\$1,000,000 with Follow Up Treatment in Hong Kong up to HK\$ 250,000 per Adult Insured Person/Up to HK\$ 500,000 with Follow Up Treatment in Hong Kong up to HK\$ 100,000 per Dependent Child Insured Person*

- a) Liberty shall reimburse the Insured Person the usual, customary and reasonable Medical Necessary Expenses, up to the amount stated on the Policy or any endorsement, incurred outside Hong Kong for the treatment of an Accidental Bodily Injury or a Sickness within fifty two (52) weeks from the date of an Accident sustained or Sickness.
- b) Liberty shall also reimburse the Medical Necessarily Expenses incurred by the Insured Person in Hong Kong within three (3) months after the Insured Person's return from abroad, such expenses having resulted from Accidental Bodily Injury or Sickness abroad which occurred during the Period of Insurance.

Treatment by a Chinese bonesetter or herbalist in Hong Kong may be payable up to HK\$100 per day; subject to a maximum limit of HK\$1,000 for any one Bodily Injury or Sickness.

**4. Emergency Medical Evacuation (Accident and Sickness)**

*Full Cover per Adult or Dependent Child Insured Person*

When as a result of a Bodily Injury sustained or Sickness commencing while the Insured Person is traveling outside Hong Kong during a Trip and in the opinion of Assistance Alliance International (HK) Ltd. or its authorized representative (hereinafter called 'AA'), it is judged medically necessary to

move the Insured Person to another location for medical treatment, or to return the Insured Person to Hong Kong, 'AA' shall arrange for the evacuation utilizing the means best suited to do so, based on the severity of the Insured Person's medical condition. Liberty shall pay directly to 'AA' all the covered expenses for such evacuation.

**5. Repatriation of Mortal Remains (Accident and Sickness)**

*Full Cover per Adult or Dependent Child Insured Person*

In the event of death as a result of Bodily Injury sustained or Sickness commencing while the Insured Person is traveling outside Hong Kong, 'AA' shall make the necessary arrangements for the return of the Insured Person's mortal remains to Hong Kong. Liberty shall pay directly to 'AA' all the covered expenses for such repatriation.

**6. Compassionate Visit**

*Full Cover per Adult or Dependent Child Insured Person*

In the event of Bodily Injury sustained or Sickness during a Trip where the Insured Person is hospitalized outside Hong Kong for a period in excess of seven (7) consecutive days, 'AA' shall make the necessary arrangement of an economy class return airfare for an Insured Person's friend or family member to travel from Hong Kong to visit the Insured Person. Liberty shall pay directly to 'AA' all the covered expenses for such arrangement.

**7. Return of Dependant Children**

*Full Cover per Adult Insured Person*

Should the traveling Dependant Children become unaccompanied as a result of the Insured Person's hospitalization caused by Bodily Injury or Sickness during a Trip, 'AA' shall arrange for the return of the Dependent Children to Hong Kong. Liberty shall pay directly to 'AA' all the covered expenses for such an arrangement.

**8. Baggage and Personal Effects**

*Up to HK\$ 3,000 per item/pair/collection, HK\$20,000 per Adult Insured Person/Up to HK\$500 per item/pair/collection, HK\$5,000 per Dependent Child Insured Person*

Liberty shall reimburse the Insured Person the replacement value (after depreciating it for wear and tear) or cost of repair of Insured Person's baggage and personal effects lost or damaged which was taken, sent in advance or purchased during a Trip.

**9. Personal Money and Travel Documents**

*Up to HK\$ 2,000 for personal money and HK\$10,000 for travel documents per Adult Insured Person*

Liberty shall pay the Insured Person for the loss of cash, bank notes, travelers cheques and money orders taken during the Trip as well as cost of obtaining replacement passports, travel tickets and other travel documents lost during the Trip, provided that such loss is the result of:

- a) theft from a locked safety deposit box provided by a hotel where the Insured Person is registered as a guest and proof of such loss is obtained in writing from the hotel management and provided to Liberty; or
- b) as the result of theft of such cash from the Insured Person by another person and such loss is reported to the police having jurisdiction at the place of loss no more than twenty four (24) hours after the incident. Any claim must be accompanied by written documentation from such police.

**10. Baggage Delay**

*Up to HK\$ 1,500 per Adult or Dependent Child Insured Person*

Liberty will reimburse the Insured Person for emergency purchase of essential items or clothing or requisites if the



checked-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced in delivery for more than six (6) hours from the time of the aircraft's arrival at destination. The Insured Person, however, cannot claim for both benefits 8 and 10 for the same loss.

#### **11. Personal Liability**

*Up to HK\$ 2,000,000 per Adult Insured Person*

Liberty shall pay the Insured Person against legal liability if he/she has to pay compensation in respect of:

- a) Death or Accidental Bodily Injury to any person; or
- b) loss or damage to property belonging to a third party occurring as a result of an Accident during the Trip.

#### **12. Deposit and Cancellation Charges**

*Up to HK\$ 50,000 per Adult Insured Person*

Liberty shall pay the Insured Person for the loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the sole benefit of the Insured Person in the event of necessary and unavoidable cancellation of travel by the Insured Person arising from:

- a) death, sickness certified by a Physician as making the insured Trip inadvisable or compulsory quarantine of the Insured Person, Insured Person's spouse, parent, parent-in-law, grandparent, child, sibling, fiancé or fiancée resident in Hong Kong; or
- b) serious damage to the Insured's Person's principal residence by a natural disaster within one (1) week from the departure date.

#### **13. Curtailment Expenses**

*Up to HK\$ 50,000 per Adult Insured Person*

Liberty shall pay the Insured Person for the additional traveling and hotel accommodation expenses or board incurred or loss of travel and/or hotel accommodation expenses paid in advance by the Insured Person after the commencement of the Trip consequent upon the Insured Person having to return to Hong Kong arising from:

- a) death, sickness certified by a Physician as making the insured Trip inadvisable or compulsory quarantine of the Insured Person, Insured Person's spouse, parent, parent-in-law, grandparent, child, sibling, fiancé or fiancée resident in Hong Kong; or
- b) serious damage to the Insured's Person's principal residence by a natural disaster within one (1) week from the departure date.

#### **14. Travel Delay**

*HK\$ 300 for each complete 6 hours of delay, and up to HK\$ 2,000 for additional, reasonable and irrecoverable accommodation expenses incurred outside Hong Kong per Adult Insured Person. Subject to a maximum limit of HK\$ 5,000 for this benefit.*

Liberty shall pay the Insured Person for each full six (6) hours delay and extra hotel cost in the event that the departure of the air common carrier or sea vessel in which the Insured Person has arranged to travel is delayed for at least six (6) hours from the time specified in the itinerary supplied to the Insured Person due to adverse weather conditions, equipment failure, structural defect of the aircraft or sea vessel, strike by the employees of the air common carrier or sea vessel or hijack of the air common carrier or sea vessel.

#### **15. Theft or Damage to Golf Equipment**

*Up to HK\$ 5,000 per Adult Insured Person*

Liberty shall reimburse the Insured Person the replacement value (after depreciating it for wear and tear) or cost of repair of Insured Person's golf equipment lost or damaged which was taken, sent in advance or purchased during a Trip.

#### **GENERAL EXCLUSIONS**

The Company shall not be deemed to provide cover and The Company shall not be liable 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 The Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to The Company.

This Policy does not apply to any loss resulting from:

1. War, invasion, civil war, or other conflict between armed factions, insurrection, revolution, use of military power or usurpation of government or military power, riots, strikes or similar civil commotion.
2. Terrorism involving the Utilization of Nuclear, Chemical or Biological Weapons of Mass Destruction; or any action taken to control, prevent, or suppress any terrorist action.
3. Violation or attempted violation of the law or resistance to arrest.
4. Accident or Sickness occurring while the Insured Person is serving in the disciplinary forces, military, naval, air force or other armed service or operation of any country or international authority.
5. The Insured Person engaging in air travel except solely as a passenger, in or on, boarding or alighting from any properly licensed aircraft operated in accordance with the regulations of the licensing authority.
6. Pregnancy, childbirth, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an Accident, any intentionally self-inflicted injury, suicide or any attempt thereat, while sane or insane.
7. The Insured Person engaging in a sport in a professional capacity or where an Insured Person could earn remuneration from engaging in such sport; or any form of racing except on foot.
8. The Insured Person being legally intoxicated by alcohol or narcotics; or under the influence of drugs unless it is proved that such drug was taken in accordance with proper medical prescription and not for the treatment of alcohol or drug addiction.

#### **SPECIFIC EXCLUSIONS**

No benefits will be payable under benefits 1 and 2 for:

1. Illness, disease, bodily infirmity, bacterial viral, fungal infection other than bacterial infection occurring in consequence of an Accidental cut or wound.
2. Consequence of any pre-existing condition.
3. Death or Permanent Total Disability occurring after twelve (12) months from the date of Accident.
4. Mental or nervous disorder.

No benefits will be payable under benefits 3, 4, 5, 6 and 7 for:

1. Surgery or medical treatment which, in the opinion of the medical practitioner, can be reasonably delayed until the Insured Person's return to Hong Kong.
2. Additional cost of single or private room accommodation at a hospital.
3. Consequence of any pre-existing condition or pre-existing condition for which the Insured Person has received medical treatment, diagnosis, consultation or prescribed drugs during the 12 months preceding the Trip.
4. Insured Person traveling against the medical advice of a medical practitioner or for the purpose of seeking medical treatment.
5. Expenses for dental crown and bridges.
6. Dental care or surgery, cosmetic or plastic surgery except necessitated by Bodily Injury caused by an Accident.
7. Special nursing care or charges and expenses for wheelchair, iron lung, artificial limbs, braces, crutches or other prosthetic devices or hospital equipment except for the rental of such devices or equipment during the hospital confinement period.
8. Mental or nervous disorder.
9. Venereal disease, congenital anomalies or deformities.
10. AIDS or any injury or Sickness commencing in the presence of sero-positive test for HIV, and related diseases.
11. Expenses incurred for services provided by another party other than Assistance Alliance International (HK) Ltd. for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled Trip.
12. Expenses for services not approved and arranged by Assistance Alliance International (HK) Ltd. except in the event the Insured Person or his/her travelling companion cannot notify Assistance Alliance International (HK) Ltd. during an emergency situation for reasons beyond their control.

No benefits will be payable for benefit 9 for:

1. Shortages due to error, omission, exchange or depreciation in value.
2. Travellers' cheques not immediately reported to local branch or agent of issuing authority.

No benefits will be payable for benefits 8, 9 and 15 for:

1. Loss or damage arising from delay, confiscation, detention, requisition or destruction by any government, public or municipal, local or customs authority.
2. Normal wear and tear, gradual deterioration, insects, vermin or other deterioration, mechanical or electrical breakdown or derangement or any process of cleaning, restoring or renovating.
3. Breakage or damage to crockery, china, glass, sculptures, curios, pictures, musical instruments, skis or fragile articles of any kind unless caused by fire, theft, an accident to the vessel or aircraft conveying the article.
4. Loss or damage to stamps, bonds, coupons, negotiable instruments, title deeds, manuscripts, securities of any kind and documents.
5. Business goods or samples.
6. Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and, in the case of an airline, a Property Irregularity Report is obtained.
7. Loss of data recorded on tapes, discs, cards, or otherwise.

8. Loss of Insured Person's baggage left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
9. Losses not reported to police within 24 hours of discovery.
10. Property more specifically insured.

No benefits will be payable for benefit 10:

1. If payment has been made for the same loss under benefit 8.

No benefits will be payable for benefit 11 arising from:

1. Employers' liability, contractual liability or liability to a member of the Insured Person's family.
2. Liability incurred by animals belonging to, or in the care, custody or control of the Insured Person.
3. Property belonging to, or in the care, custody or control of the Insured Person.
4. Damages due to willful, malicious or unlawful act on the part of the Insured Person.
5. The ownership, possession or use of vehicle, motorcycle, aircraft, watercraft or firearms.
6. The undertaking of any trade, business or profession.
7. Any criminal proceedings, fines, penalties or punitive damages.
8. The ownership or occupation of land or buildings (other than occupation of temporary residence).
9. Damage to computer data or programmes and their storage media arising directly or indirectly out of or caused by through in connection with the use of any computer hardware or software; the provision of computer or telecommunication services by the Insured Person or on the Insured Person's behalf; the use of computer hardware or software belonging to any third party, whether authorized or unauthorized including damage caused by any computer virus.

No benefits will be payable for benefits 12 and 13 arising from:

1. Government regulation or Act, delay or amendment of the booked itinerary, or failure in provision of any part of the booked holiday (including financial collapse, error, omission or default) by the provider of any service forming part of the booked holiday as well as of the agent or tour operator through whom the holiday was booked.
2. Disinclination to travel or financial circumstances by the Insured Person or the Insured Person's travelling companion.
3. Failure to immediately inform the travel agent or tour operator or provider of transport or accommodation if it is found necessary to cancel or curtail the travel arrangements.
4. Cancellation of the Trip at the request of the Insured Person's employer or Immediate Family Member.
5. Any unlawful act or criminal proceedings of any person on whom the holiday plans depend, other than witness summons, jury service or compulsory quarantine of the Insured Person.
6. Delay by carrier except for strikes.
7. Any circumstances which will be paid or refunded by travel agent, tour operator or other provider or any service forming part of the booked itinerary.
8. Cancellation of the Trip due to pre-existing condition.

No benefits will be payable for benefit 14 arising from:

1. Failure to check in according to the itinerary and obtain written confirmation from the carriers or their handling



- agents of the number of hours of delay and the reason for such delay.
2. Strike or industrial action existing at the commencement of the Trip or insurance application date.
  3. Late arrival of the Insured Person at the airport or port of exit after check-in or booking-in time (except for late arrival due to strike or industrial action).

**GENERAL CONDITIONS**

**1. Age Limit**

The age limit for validity of this Policy is between seventeen (17) to seventy five (75).

**2. Trip Extension**

The original Period of Insurance shall be automatically extended for a maximum period of ten (10) days in the event that the Insured Person shall unavoidably be delayed in the course of his/her scheduled Trip prior to return to Hong Kong.

**3. Hijack**

This Policy is extended to cover the Insured Person against death or Bodily Injury as a result of being a victim of hijack. Liberty shall not be liable for any claim arising out of connection with the Insured Person's own participation or provocation of any such act.

**4. Entire Contract**

This Policy shall include the proposal and schedule, as well as all endorsements, declarations and other attachments, and together with these constitute the entire contract.

No agent has any authority to amend this Policy, or to waive any provision. No change in this Policy shall be valid unless approved by Liberty through signed endorsement.

**5. Time of Notice of Claim**

Written notice of claim must be given to Liberty as soon as reasonably possible, and in no event later than thirty (30) days after the occurrence of any loss, except in the case of Accidental death, immediate notice must be given.

**6. Sufficiency of Notice**

Written notice to Liberty means that the Insured Person or the Beneficiary or someone acting on behalf of either, must tell Liberty or tell any authorized representative of Liberty of the claim with enough information to identify the Insured Person.

**7. Proof of Loss**

All certificates, information and evidence required by Liberty shall be furnished at the expense of the claimant and shall be in such form as Liberty may prescribe. The Insured Person shall as often as required by Liberty submit to medical examination at Liberty's expense. In the event of the death of the Insured Person, Liberty shall be entitled to have a post-mortem examination at its own expense.

**8. Time for Filing Proof of Loss**

Affirmative proof of loss must be furnished to Liberty at its said office in case of a claim due to loss of time from disability within ninety (90) days after the termination of the period for which Liberty is liable, and in case of a claim for any other loss, within one hundred eighty (180) days after the date of loss.

**9. To whom Indemnities are Payable**

Indemnity for loss of life of the Insured Person is payable to the named beneficiary, otherwise to the estate of the Insured Person. All other indemnities of this Policy are payable to the Insured Person except for benefits 4 (Emergency Medical Evacuation), 5 (Repatriation of Mortal Remains), 6 (Compassionate Visit)

and 7 (Return of Minor Children), if any, where benefits will be paid directly to the provider of service as indicated in each section.

No notice of designation or change in beneficiary in relation to this Policy shall be effective unless and until received and acknowledged by Liberty and Liberty shall in any event have no responsibility to verify the validity of any such designation. Each beneficiary or legal personal representative shall undertake to indemnify Liberty for any penalty charges or expenses arising from payment of any benefit to the beneficiary or legal personal representative before obtaining estate duty clearance.

**10. Rights of Beneficiary and Assignment**

Consent of the beneficiary shall not be requisite to surrender or assignment of this Policy, or to change of beneficiary, or to any other change in this Policy. No assignee of this Policy shall be entitled to any payment under this Policy except for the benefit payable in respect of death.

**11. Limitation of Time for Bringing Suit**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within two (2) years from the expiration of the time within which proof of loss is required by this Policy.

**12. Change of Occupation**

The Insured Person shall give written notice as soon as practical to Liberty at any of its offices of any change in his occupation or habits or pursuits which may reasonably be viewed as increasing his exposure to accidental injury (and shall pay any additional premium required by Liberty) and of any other insurance effected against accidents or the consequences thereof. Before each renewal of this insurance the Insured Person shall likewise give written notice of any illness, disease, physical defect or infirmity by which he has become affected or which has come to his knowledge.

If the Insured Person fails to notify Liberty of such changes for whatsoever reason within thirty (30) days of the occurrence of the same, the coverage provided by Liberty under this Policy in respect of the Insured Person shall cease with effect from the date on which the change took place.

**13. Cancellation**

Liberty may cancel the annual travel Policy by giving seven (7) days notice to the Insured by registered letter sent to the last known address; and Liberty making to the Insured a return of premium proportionate to the unexpired part of the Period of Insurance. The annual travel Policy may be cancelled at any time by the Insured on seven (7) days notice to Liberty and in such event the Insured shall be entitled to a return premium less premium at Liberty's Short Period Rates for the time the annual travel Policy has been in force during the Period of Insurance.

Period	Short Period Rates
2 months (Minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

#### **14. Fraudulent Claim**

If the claim is fraudulent or if any fraudulent means or device is used by the Insured Person or anyone acting on his/her behalf to obtain any benefit under this policy all benefits in respect of such claims will be forfeited.

#### **15. Fitness to Travel**

At the time of effecting this insurance the Insured Person must be fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the Trip, otherwise any claim could be jeopardized.

#### **16. Subrogation**

Liberty shall be entitled to take over and conduct the defence or settlement of any third party claim at Liberty's discretion. Liberty will also be entitled to use the Insured Person's name to enforce recovery rights against any other person whether before or after indemnification is received under this Policy.

#### **17. Compliance with Policy Provisions**

This insurance shall be voidable if there has been any misrepresentation, misdescription, or non-disclosure of any material fact.

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

#### **18. Reinstatement of Policy**

If default be made in the payment of the agreed premium for this Policy, the subsequent acceptance of a premium by Liberty or by any of its duty authorized representative shall reinstate the Policy, but only to cover loss resulting from Injury thereafter sustained.

#### **19. Arbitration**

Any difference arising between the Insured Person or any claimant and Liberty shall be referred to an arbitrator to be appointed by the parties; or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed by each of the parties, or in case of disagreement, of an umpire to be appointed by the arbitrators before entering on the reference. The making of an award shall be a condition precedent to any liability of or right of action against Liberty in respect of such difference. If Liberty shall disclaim liability for any claim and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under these provisions the claim shall then be deemed to have been abandoned and shall not thereafter be recoverable.

#### **20. Governing Law**

This Policy shall be governed by and interpreted in accordance with the law of the Hong Kong Special Administrative Region.

#### **21. Clerical Error**

Clerical errors by Liberty shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

#### **22. Other Insurance**

If at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy, this policy is not to be called upon in contribution and, subject to the policy limit of indemnity, is only to pay any amount if and so far as not recoverable under such other insurance. (except for Section 1 – Accidental Death/ Permanent Disability, Section 2 – Major Burns and Section 14 – Travel Delay).

#### **Assistance Alliance International (HK) Ltd. Worldwide Assistance Services**

Liberty shall make available the following services to the Insured Person prior to or during the course of his/her Trip. The Insured Person can contact 'AA' 24 hours a day, 7 days a week at the following telephone number for assistance. Neither Liberty nor 'AA' shall be responsible for any third party expenses incurred which shall be the sole responsibility of the Insured Person.

(852) 2164 9898

#### **A. Personal Safety:**

In the event the Insured Person encounter a personal threat while on a Trip, 'AA' will assist the Insured Person by assessing his/her threat. If necessary, 'AA' will liaise with the appropriate local embassies and consulates or local authorities for the Insured Person to make a report to the appropriate authorities. 'AA' will also at the request of the Insured Person, inform his/her family members in Hong Kong of the situation. If necessary and at the request of the Insured Person, 'AA' can also change the Insured Person's travel reservation to return early to Hong Kong.

#### **B. Travel Services:**

1. Pre-trip Information
2. Lost Baggage Assistance
3. Emergency Message Transmission Assistance
4. Emergency Travel Service Assistance

#### **C. Medical Assistance:**

1. Telephone Medical Advice
2. Medical Service Provider Referral
3. Arrangement of Hospital Admission
4. Guarantee of Medical Expenses Incurred During Hospitalisation & Monitoring of Medical Condition during Hospitalisation