HONG LEONG OVERSEAS STUDENT INSURANCE

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

Whereas

- 1. The Applicant on behalf of the Insured Person by an application form or statements made to the Company, including a declaration made to the Company, which shall be the basis of and shall form part of this Policy, has applied for insurance; and
- 2. Hong Leong Insurance (Asia) Ltd ("Company") has agreed to provide such insurance.

The Company agrees only on the basis of the Terms and Conditions contained in this Policy to provide insurance cover to the Insured Person for those risks insured against to the extent and in the manner stated in this Policy and the Certificate of Insurance and subject to payment of the relevant premium.

Definition

"Accident" means an unforeseen and unexpected event of violent and accidental nature which shall independently of any other cause be the sole and direct cause of Bodily Injury.

"Applicant" means the person who apply for this insurance on behalf of the Insured Person.

"Benefit Limit / Sub-limit" means the Maximum Benefit Payable as stated in the Coverage Outline of the Certificate of Insurance. Sub-limit payable is inclusive in the Maximum Benefit Payable of each Section.

"Bodily Injury" means physical bodily injury caused solely and directly by an unforeseen and unexpected event of violent, accidental, external and visible nature.

"Confinement" means the Insured Person is registered as an Inpatient in a Hospital for a medical treatment for Bodily Injury or Sickness upon the recommendation of a Qualified Medical Practitioner and continuously stays in the Hospital prior to his/her discharge from the Hospital.

"Emergency" means a serious medical situation or distress which could not be reasonably prevented and for which external helper is required.-

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Hospital" means an institution lawfully operated for the care and treatments of injured or sick persons with organized facilities for diagnosis and surgery, having 24 hours per day nursing services by legally qualified registered nurses and medical supervision under Qualified Medical Practitioners, but not including any institution used primarily as a clinic, a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatments of alcoholics or drug addicts.

"Hospital Confinement" means the status of staying in a Hospital as an in-patient for medical treatment upon the recommendation of a Qualified Medical Practitioner for a minimum continuous period of 24 hours prior to discharge.

"Immediate Family Member" means the Insured Person's spouse, parent, parent-in-law, grandparent, grandparent-in-law, son or daughter, brother or sister or fiancé(e).

"Insured Person" means the person named as "Insured Person" in the Certificate of Insurance.

"Inpatient" means a patient who is registered as an inpatient in a Hospital and remains confined for a minimum period of 12 consecutive hours, for which the Hospital makes a charge for room and board, for treatment of Bodily Injury or Sickness; or who receives emergency treatment or minor operation due to Bodily Injury or Sickness in a recognised casualty unit or day care surgical centre owned and operated as such by a Hospital.

"Lap-top Computer" means a lap-top, notebook or sub-notebook computer and its software and accessories.

"Loss of one Eye" means the complete and irrecoverable and irremediable loss of the sight of one eye.

"Loss of one Limb" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle, or permanent

total loss of use of a hand or foot.

"Major Burns" means Third Degree Burns (destruction of the skin to its full depth and damage to the tissues beneath) with burnt areas equal to or greater than 10% of the Insured Person's total body surface area or 2% of the Insured Person's surface area of the head, provided that the assessment of the burns is certified by a Qualified Medical Practitioner with medical reports and full diagnosis.

"Medical Expenses" means the charges for consultation, diagnostic test or procedure, medical treatment, surgical operation, nursing care, medical supplies, dental treatment (as a result of Bodily Injury only), medicine, physiotherapy, chiropractic, Chinese bone-setting, acupuncture or ambulance services received in a Hospital or rendered or recommended or prescribed by a Qualified Medical Practitioner.

"Outpatient Expenses" means expenses incurred by the Insured Person for outpatient care and treatment by a Qualified Medical Practitioner, which shall include consultation fee and cost of medication or Prescribed Medicines.

"Overseas Educational Institution" means an accredited educational institution located outside Hong Kong in which the Insured Person is registered as a full-time student and which is named in the Certificate of Insurance.

"Overseas Residence" means the place of residence where the Insured Person usually resides when attending Overseas Educational Institution

"Period of Insurance"

Under Section 10, means the period commencing on the Date of Issue of the Certificate of Insurance until the expiry date of the Period of Insurance specified in the Certificate of Insurance.

Under all other Sections, means the period commencing when the Insured Person leaves Hong Kong for the purpose of beginning the Study Trip or on the inception date of the Period of Insurance specified in the Certificate of Insurance, whichever is the later, until the time of his/her returning Hong Kong after the Study Trip or until the expiry date of the Period of Insurance specified in the Certificate of Insurance, whichever is the earlier.

"Permanent Total Disablement" means the inability of the concerned person to engage in any gainful occupation for the remainder of his/her life after 12 months of continuous total disability.

"Personal Effects" means personal goods normally worn or carried by and belonging to the Insured Person.

"Pre-existing Conditions" means any condition for which the Insured Person received medical treatment, diagnosis, consultation or medication within 180 days preceding the effective date of the Period of Insurance or, where the Insured Person takes more than one Study Trip from Hong Kong, any condition occurring to the Insured Person in any earlier Study Trip during the Period of Insurance.

"Prescribed Medicines" means medicines and drugs which may not be dispensed legally without the prescriptions of a Qualified Medical Practitioner and which have been prescribed by the Qualified Medical Practitioner specifically for the treatment of injury or illness, and must be purchased from a licensed or registered pharmacy under the law of the jurisdiction where the medicines are purchased.

"Qualified Medical Practitioner" means a person other than the Insured Person or his/her Immediate Family Member, legally authorized

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by the government with jurisdiction in the geographical area of his/her practice to render medical or surgical service.

"Sickness" means illness or disease first contracted and commenced during the Period of Insurance.

"Serious Bodily Injury or Serious Sickness" means Bodily Injury or Sickness which requires treatment by a Qualified Medical Practitioner, and which condition is certified by a Qualified Medical Practitioner as being dangerous to life. Where the Insured Person is concerned, the Qualified Medical Practitioner shall also certify that he/she is unfit to travel or continue with the Study Trip.

"Study Trip" means a journey undertaken by the Insured Person outside Hong Kong for the purpose of furthering his/her study at the Overseas Educational Institution and which shall be deemed to commence from the date the Insured Person departs from Hong Kong to travel to the Overseas Educational Institution and shall be deemed to cease on the date the Insured Person returns permanently to Hong Kong after completion or interruption of his/her education at the Overseas Educational Institution. Any leisure trip (except in Hong Kong) taken by the Insured Person during such Study Trip shall also be covered.

"Tuition" means a sum charged for instruction at the Overseas Educational Institution for required courses (including any applicable laboratory fee and any cost for the use of facilities for attending said courses, but excluding any cost of textbooks, room and board).

Section 1 Hospitalization and Other Expenses

Payable for:

A. Hospitalization Expenses

Medical Expenses, up to the Sub-limit, necessarily and reasonably incurred by the Insured Person as an Inpatient in a Hospital outside Hong Kong as a direct result of Bodily Injury or Sickness occurring to the Insured Person during the Period of Insurance.

B. Follow-up Medical Expenses

Medical Expenses, up to the Sub-limit, necessarily and reasonably incurred by the Insured Person in Hong Kong within 3 months after his/her return from the Study Trip as a direct result of Bodily Injury or Sickness that occurred during the Period of Insurance and which necessitated initial medical consultation or treatment by a Qualified Medical Practitioner whilst abroad.

C. Compassionate Visit

Travelling (economy class only) and accommodation expenses, up to the Sub-limit, necessarily and reasonably incurred outside Hong Kong by one relative or friend required on medical advice to travel or remain behind with the Insured Person who admitted to a Hospital Confinement for over 3 consecutive days during the journey.

D. Burial or Cremation

The reasonable charges, up to the Sub-limit, for burial or cremation in the locality outside Hong Kong where death occurs.

E. Funeral Expenses

The reasonable charges, up to the Sub-limit, for funeral ceremony in the locality outside Hong Kong where death occurs.

Section 2 Outpatient Expenses

Payable for Outpatient Expenses, up to the Sub-limit and Benefit Limit, incurred outside Hong Kong by the Insured Person for outpatient visit to a Qualified Medical Practitioner in the event of Bodily Injury or Sickness occurring to the Insured Person during the Period of Insurance.

Exclusions to Sections 1 and 2

No benefit will be payable for:

- Medical treatment or aid obtained in Hong Kong except as provided under Sub-section 1.B.
- Surgery or medical treatment which, in the opinion of the Qualified Medical Practitioner, can be reasonably delayed until the Insured Person's return to Hong Kong.
- Cosmetic or plastic surgery other than necessitated to correct a condition resulting solely from Bodily Injury occurring during the Period of Insurance.
- The additional cost of single or private room accommodation at a Hospital.

- Dental care other than necessitated by accidental injuries to sound natural teeth.
- 6. Any elective treatment, aromatherapy, tonic medication, services provided by a health spa or massage parlour.
- 7. The cost of prosthetic devices or visual or hearing aids.

Section 3 Emergency Assistant Service

If the Insured Person shall suffer from Bodily Injury or Sickness outside Hong Kong arising out of and in the course of his/her Study Trip, provided that the Study Trip is not undertaken against any medical advice or for the purpose of obtaining or seeking any medical or surgical treatment abroad, the following emergency assistance services and benefits are available directly from Europ Assistance Hong Kong Limited ("EA"), not as agent of the Company, upon specific verbal notification by the Insured Person or his/her representative to EA's 24-hour alarm center.

A. Medical Evacuation

If the Insured Person shall suffer from Bodily Injury or Sickness such that EA's medical team and the attending physician recommend hospitalization in a or another medical facility where the Insured Person can be suitably treated, EA will arrange for the transfer of the Insured Person into one of the nearest Hospital with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) or a Hospital more appropriately equipped for the particular Bodily Injury or Sickness.

B. Repatriation After Treatment

If medically necessary and if the medical condition of the Insured Person will not prevent his/her medically supervised repatriation as a regular passenger, EA will arrange for the repatriation of the Insured Person to the medical facility in Hong Kong by scheduled airline flight as soon as possible (on economy class), including transportation to and from the airport, if his/her original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his/her ticket to EA. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and EA's alarm center under constant medical supervision.

C. Repatriation Of Mortal Remains/Ashes

Upon the death of the Insured Person by reason of Bodily Injury or Sickness, EA will arrange for the repatriation of the Insured Person's body or ashes to Hong Kong.

IMPORTANT NOTE:

Request For Assistance

In case of an Emergency, and prior to taking personal actions, the Insured Person or his/her representative should as far as possible call EA's alarm center in Hong Kong on: (852) 2861 9294 and should state:

- (a) his/her name, the name of insurance company, the number of his/her Policy and his/her HKID card or passport number;
- (b) the name of the place and the telephone number where EA can reach the Insured Person or his/her representative; and
- (c) a brief description of the accident and the nature of help required.

Failure To Notify EA

In a life threatening situation, the Insured Person or his/her representative should always try to arrange for emergency transfer to a Hospital near the place of occurrence through the most appropriate and immediate means and then call the EA's alarm center to provide the appropriate information as soon as possible.

In the event of repatriation, in order to facilitate prompt response, the Insured Person or his/her representative should provide:

 the name, address and telephone number of the Hospital or other medical facility where the Insured Person has been taken; and (b) the name, address and telephone number of the attending physician and, if necessary, the Insured Person's family doctor.

EA's medical team or other representatives shall have free access to the Insured Person in order to assess the Insured Person's condition. Without reasonable justification for denial of such an access, the Insured Person will not be eligible for further medical assistance. EA medical team will decide the reasonable date and means of such repatriation.

In the event of repatriation of the Insured Person by EA, the Insured Person shall deliver the unused portion of his/her ticket, or the value thereof, to EA to offset the cost of such repatriation.

EA will not reimburse the Insured Person or any party if the service is not directly performed by EA or the Insured Person does not obtain the prior approval from EA before arranging the service.

Mitigation

The Insured Person shall be obliged to use reasonable efforts to mitigate the effects of an Emergency.

Cooperation With EA

The Insured Person shall cooperate with EA to enable EA to get all documents and receipts from the relevant sources and assist EA at their expenses in complying with necessary formalities.

Limitation On Claims

Any claim with respect to an Emergency Assistance Service or the right to any legal action or claim shall be forfeited unless such claim is filed within 3 years of the occurrence of such event.

Exclusions to Section 3

No benefit will be payable for:

- Evacuation expenses incurred for services provided by another party than EA for which the Insured Person is not liable to pay.
- Expenses for a service not approved and arranged by EA except in the event the Insured Person or his/her representative cannot notify EA during an Emergency for reasons beyond their control
- Cases of minor illness or injury which in the opinion of the EA's doctor can be adequately treated locally and which do not prevent the Insured Person from continuing his/her travels or study at the Overseas Educational Institution.
- Expenses incurred where the Insured Person in the opinion of the EA's doctor is physically fit to return to Hong Kong sitting as a normal passenger and without medical escort, unless deemed necessary by the EA's doctor.

Section 4 Personal Accident

Payable according to the percentage of Benefit Limit as specified hereunder in the event of Bodily Injury being sustained by the Insured Person outside Hong Kong and during the Period of Insurance which shall within 12 months and independently of any other cause result in the following Covered Event, provided that only one of Covered Events 1 - 5 is payable

Covered Event		Percentage of Benefit Limit	it
1.	Death	1009	%
2.	Permanent Total Disablement	1009	%
3.	Loss of two eyes, two limbs or one	eye and one limb 1009	%
4.	Loss of one eye or one limb	509	%
5.	Major Burns	1009	%

Benefits payable for death under this Section shall be paid to the designated Beneficiary named in the Certificate of Insurance provided that such Beneficiary is an Immediate Family Member of the Insured Person at the time of application for this Policy or, if no such Beneficiary has been designated, to the estate of the Insured Person. If more than one Beneficiary is designated, the designated Beneficiaries shall share equally.

Exclusions to Section 4

No benefit will be payable:

- Unless death or any other Covered Event occurs within 12 months of the date of the relevant Bodily Injury.
- 2. For more than one Covered Event.

Section 5 Cash Relief for Death

In the event of death of the Insured Person caused by Bodily Injury or Sickness outside Hong Kong and during the Period of Insurance, the Company will pay cash allowance up to the Benefit Limit for the death of the Insured Person.

Section 6 Personal Liability

The Company will indemnify the Insured Person against legal liability to a third party, up to the Benefit Limit, arising outside Hong Kong and during the Period of Insurance as a result of:

- (a) accidental Bodily Injury to a third party; or
- accidental loss of or damage to property belonging to a third party.

Third party's costs and expenses recoverable from the Insured Person and the Insured Person's own costs and expenses incurred with the prior consent of the Company will also be payable.

Exclusions to Section 6

No claim will be payable for injury, loss or damage arising directly or indirectly from, in respect of, or in consequence of:

- Employers' liability, contractual liability or liability to a member of the Insured Person's family.
- Property belonging to or in the care, custody or control of the Insured Person.
- Any employment under a contract of service or contract for services assumed by the Insured Person.
- 4. Ownership or occupation of land or buildings.
- Ownership, possession or use of vehicles, aircraft, watercraft, animals or firearms.
- 6. The influence of intoxicating liquor or drugs.

Section 7 Education Fund

In the event of an Accident occurred during the Period of Insurance, which results in the death or Permanent Total Disablement of the Insured Person's parent or legal guardian within the Period of Insurance, the Company shall pay, up to the Benefit Limit, on behalf of the Insured Person and directly to the Overseas Educational Institution in respect of the unpaid Tuition for which the Insured Person is legally liable for the remaining period of the current school term.

Provided that:

- this benefit is payable only if the Insured Person is aged 25 or under and unmarried;
- (b) a claim must be accompanied by an invoice of Tuition which is issued to the Insured Person by the Overseas Educational Institution.

Section 8 Study Interruption

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

- (a) death, Serious Bodily Injury or Serious Sickness of the Insured Person or Immediate Family Members; or
- (b) Confinement of the Insured Person in a Hospital for more than 30 consecutive days; or
- (c) repatriation of the Insured Person under Section 3.B.

Exclusions to Sections 7 and 8

No benefit will be payable for:

- Tuition paid by any party other than the Insured Person or by the Insured Person's parent or legal guardian.
- The invoice of Tuition is not issued by the Overseas Educational Institution stated in the Certificate of Insurance for the benefit of the Insured Person.

Section 9 Overseas Residence

Payable for the additional and reasonable accommodation expenses, up to the Sub-limit and Benefit Limit incurred outside Hong Kong, if the Overseas Residence of the Insured Person becomes uninhabitable for over 24 consecutive hours during the Period of Insurance as a direct result of natural disaster, fire or flood.

Provided that:

- (a) the Insured Person is living in the Overseas Residence at the time of occurrence;
- (b) only one Overseas Residence is accepted by the Policy at any one time during the Period of Insurance.

Exclusions to Section 9

No benefit will be payable for:

 Failure to provide address proof of Overseas Residence in the name of the Insured Person which is valid before the occurrence of the insured event.

Section 10 Loss of Deposit or Cancellation of Study Trip

Payable up to the Benefit Limit for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured in the event of necessary and unavoidable cancellation of the Study Trip by the Insured arising from death, Serious Bodily Injury, Serious Sickness, jury service, witness summons or compulsory quarantine occurring to the Insured Person or death, Serious Bodily Injury or Serious Sickness occurring to the Insured's Immediate Family Member during the Period of Insurance.

Exclusions to Section 10

No benefit will be payable for loss arising from:

- Any illness or disease, jury service, witness summons or compulsory quarantine existing at the time of application for this insurance.
- Failure to notify travel agent or provider of transport or accommodation immediately after it is found necessary to cancel the Study Trip.

Section 11 Delayed Baggage

Payable up to the Benefit Limit for emergency purchases by the Insured Person of essential clothing or items of daily use upon temporary deprivation of his/her check-in baggage for at least 10 hours from the scheduled arrival time at the destination outside Hong Kong due to delay or misdirection in delivery or mishandling by airlines.

Exclusions to Section 11

No benefit will be payable if the delayed baggage shall prove to be lost or damaged and for which loss or damage a claim is made and admitted under Section 12.

Section 12 Baggage & Personal Effects

Payable up to the Benefit Limit for accidental loss of or damage to baggage or Personal Effects owned by the Insured Person and sent in advance or taken or purchased in the Study Trip, occurring outside Hong Kong and during the Period of Insurance, provided that the Company shall not be liable for more than the Sub-limit in respect of any one article or pair or set of articles.

Pair and Set Clause

Where any insured item consists of articles in a pair or set, this Section will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special cause which such article or articles may have as part of such pair or set, nor more than a proportionate part of the value of the pair or set.

Section 13 Personal Documents

Payable up to the Benefit Limit for actual replacement costs of

personal documents being passport, visa, identity card, driving license or like documents of identity, credit card, travelling pass or tickets belonging to the Insured Person following accidental loss occurring outside Hong Kong and during the Period of Insurance.

Exclusions to Sections 12 and 13

No benefit will be payable under Sections 12 and 13 for:

- 1. Loss or damage arising from delay, confiscation, detention, requisition or destruction by Customs or other officials.
- Loss or damage to cash, bank notes, stored value card, cheques, travellers' cheques, money orders, stamps, bonds, coupons, negotiable instruments, title deeds, manuscripts, securities or documents of any kind.
- Breakage or damage to fragile articles unless caused by an accident to the conveyance in which the baggage is being carried.
- 4. Business goods or samples, perishable food, sports equipment or remote-controlled flying devices while in use.
- Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or derangement.
- Loss or damage while 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 obtained of its discovery.
- Any loss not reported to the local police within 24 hours of its occurrence and such local police report is not obtained.
- 8. Unattended properties unless kept inside a locked hotel room, or in the care and custody of an airline, carrier or hotelier.
- Loss or damage to portable personal data processing / storage equipment, mobile telecommunication devices, computer equipment (other than Lap-top Computer), software and accessories.

General Conditions

- Written notice of any events which may give rise to a claim under this Policy shall be given to the Company within 30 days after the occurrence. The Insured Person shall at his/her own expense supply the Company with full particulars in writing of the loss or damage and give all necessary information, documents, evidence and assistance as the Company may reasonably require for investigating or verifying a claim.
- 2. Except with the written consent of the Company, the Insured Person shall not make any promise, offer, payment or admission of liability to a third party in respect of any third party claim. The Company shall be entitled to conduct all proceedings arising out of or in connection with such claims in the name of the Insured Person and to instruct solicitors of its own choice for this purpose. The Insured Person shall give such information and assistance as the Company may require from time to time.
- In the event of the death of the Insured Person, the Company shall have the right, at its own expense, to conduct a post mortem.
- The Company shall have the right to opt for repair, reinstatement or payment, subject to due allowance for wear and tear, betterment or depreciation, in case of baggage or Personal Effects loss or damage claim.
- The Company has the right to proceed at its own expenses in the name of the Applicant/ Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.
- 6. If a covered loss under this Policy is covered/ insured under any other valid medical scheme / insurance effected by or on behalf of the Insured Person with other organization/ insurance company, then this Policy shall cover such loss, subject to its limitations, exclusions, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of the payment from such other medical scheme/ insurance, whether such other medical scheme/ insurance is stated to be primary, contributory, excess, contingent or otherwise. This condition is not applicable to Sections 4 and 5.
- 7. No refund of premium is allowed once this insurance has been effected.
- 8. If the application for this insurance is made after the Insured Person has left Hong Kong territory, then this Policy shall be void and no claim shall be payable.

- The Insured Person must exercise reasonable care to prevent accidents. Bodily Injury. Sickness, loss or damage.
- Any fraud, misstatement or concealment in respect of this insurance or of any claim hereunder shall render this Policy null and void and any benefit due hereunder shall be or become forfeited.
- 11. All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within 2 calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award by arbitration shall be a condition precedent to any right of action or suit upon this Policy as regards any dispute regarding the amount of the Company's liability under this Policy.
- 12. This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at the Company's premium rate in force at the time of renewal, subject to the Company's right to decline renewal of this Policy on any anniversary date of the Policy upon giving thirty (30) days prior written notice mailed or delivered to the Insured Person's last known address of the Company's intention not to renew the Policy, or to condition its renewal upon reduction of limits, increase in premium, elimination of coverage, or any combination thereof. The Company's acceptance of premium coupled with its renewal confirmation shall constitute its consent to renewal. Unless renewed as herein provided, this Policy shall terminate, at the expiration of the period for which premium has been paid.
- 13. In the event authorization of payment and/or payment is made by the Company and/or its authorized representative for a claim which is not covered under the Policy or when the limit of liability of this insurance exceeds, the Company reserves the right to recover the said exceeded sum from the Applicant/Insured Person, who shall indemnify the Company for all such payment not so covered or which has exceeded the limit of liability of this insurance.
- 14. This Policy is non-assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.
- 15. Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- 16. The Company shall not be deemed to provide cover and 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 of the trade, economic or financial sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other locally applicable jurisdictions.
- 17. This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of any and all matters, disputes or judicial proceedings arising out of this Policy.

General Exclusions

No benefit will be payable for any claim directly or indirectly occasioned by:

 War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts 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.
- 2. Any kind of sport being engaged in professional capacity or where the Insured Person would or could earn any remuneration from engaging in such kind of sport, racing other than on foot, deep water diving (30m or deeper), trekking at an altitude greater than 5,000m above sea level, motor rallies, aviation other than as a fare-paying passenger in a licensed aircraft operated by a recognized airline.
- Willfully self-inflicted injury, childbirth, pregnancy, mental disorder or illness, alcoholism or the use of drugs (other than taken under a prescription by a Qualified Medical Practitioner), rest cure or sanatorium care, volunteered exposure to needless peril (except in an attempt to save human life), venereal disease, AIDS or AIDS related complications.
- 4. Congenital abnormalities or Pre-existing Conditions;
- 5. Any willful, malicious or illegal acts;
- 6. Nuclear fission, nuclear weapons or radioactive contamination.
- 7. The Insured Person's participation in terrorist act.
- Any incident or circumstance which is existing or announced or publicly known before or at the time of application for this insurance.

IT Clarification Clause

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Provisos

Age Limit

This Policy shall only apply to Insured Persons who is aged between 11 and 50.

Change of Overseas Educational Institution

It is a condition of this Policy that any change of the Overseas Educational Institution shall be subject to the underwriting review and assessment of the Company and such change together with any information connected therewith including name and address of the new Overseas Educational Institution shall be immediately notified to the Company. In the event of failure to provide prompt notification, the Company reserves the right to refuse or invalidate all claims under this Policy.

24-Hour Travel & Medical Assistance Service Hotline: (852) 2861 9294