



## Your DirectAsia **travel insurance** Policy Details

Thank you for choosing  
**DirectAsia travel insurance.**

We have made this policy simple and straightforward so that you can understand what we cover and what we do not cover.

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## 1 > your DirectAsia travel insurance policy

Your DirectAsia travel insurance policy tells you what you need to know about your travel insurance.

We explain your DirectAsia travel insurance, what happens if you have to make a claim and what you need to do when you insure with DirectAsia.

At any time, if you encounter any difficulty or have any questions about your cover or your policy, you can visit us at [www.directasia.com.hk](http://www.directasia.com.hk), email us at [CustomerService@DirectAsia.com.hk](mailto:CustomerService@DirectAsia.com.hk) or call us on 2884 8888.

### important notice

**We are required by law to tell you that before we provide cover, you must fully and faithfully tell us everything you know or could reasonably be expected to know that is relevant to our decision to give you the insurance, otherwise you may receive no benefit from your policy.**

### your policy

Your DirectAsia travel insurance policy is a contract between you and us and is made up of the information and any declarations submitted by you to us, the terms and conditions of use set out in or on our DirectAsia website, your certificate of insurance and these policy details and any other written change to these documents that is advised by us in writing (such as an amendment). Together, we will call these documents your DirectAsia travel insurance policy or your policy.

Your policy is proof of the contract between you and us. It is based on the information given by you or for you when you applied for this insurance. This information is shown on your certificate of insurance. We will take it that you promise, as far as you know, that the information you have given us is true.

You will not be covered for anything that is not described on your certificate of insurance.

Subject to payment of your premium, your policy will become effective on the date and time specified in your certificate of insurance and continues for the period of cover specified in your certificate of insurance, ending at 23:59 standard Hong Kong time on the last day of the period of cover.

Please read carefully your certificate of insurance and these policy details to make sure all the information in your policy is complete and correct.

If you need to change anything, please contact us immediately.

The exceptions, exclusions, sums insured, limits and payment requirements referred to in these policy details apply to all sections of your policy.

To the extent permitted by law, you will receive your policy electronically. There may be some documents that we cannot deliver electronically due to legal and technological constraints. These will be posted to you.

Your policy uses words that have definite meanings.

To make sure that you are aware of these words and their meanings, please read the list of definitions set out in section 10.

### your duty to tell us

The insurance cover under your policy is based on the information you have given to us.

When we agree to insure you, to renew or vary your policy, or to pay your claim, our decision relies on the accuracy of the information you give us.

If that information is not accurate, we can reduce or deny any claim you make. We can also cancel your policy and treat it as if it had never existed.

To avoid any cancellation of your policy or non-payment of your claim, you must answer honestly, correctly and completely the questions we ask about:

- you;
- any other people who are or are to be insured under your policy;
- the insurance history of you and any other people who are or are to be insured under your policy; and
- any events involving you or any other person insured under your policy that result in a claim on your DirectAsia travel insurance policy.

You must comply with:

- all of the terms and conditions in your DirectAsia travel insurance policy;
- any amendment to your DirectAsia travel insurance policy; and
- all of the terms and conditions set out on or in our DirectAsia website and which are and shall be deemed to be incorporated by reference in these policy details.

### eligibility

Unless we agree in writing, each person who is to be insured under this DirectAsia travel insurance policy must meet all of



the following eligibility requirements from the start date of your policy:

- be named as an insured person in your certificate of insurance;
- you and your spouse must both be between 18 and 70 years of age (both inclusive) for a new policy and between 19 and 75 years of age (both inclusive) for renewal of such a policy;
- for an insured child of yours, he or she must be between 30 days and 18 years of age (both inclusive). If your child is unmarried and in full-time tertiary education, that child may be aged up to 24 years of age;
- be a resident of Hong Kong;
- the trip must commence from Hong Kong and end in Hong Kong; and
- be insurable in accordance with our terms and conditions.

**Please note that an insured person who is a child must travel with at least one adult insured person for that child's cover to be valid.**

**This requirement applies to both annual travel policies and single trip policies.**

#### **at renewal – for annual travel policies**

In order to offer you continued cover on your annual DirectAsia 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:

- you have made us aware of and we have accepted any changes to your policy details (including those of all insured persons);
- the credit card details given to us by you have not changed; and
- 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.

#### **who we are**

DirectAsia travel insurance in Hong Kong is issued by Direct Asia Insurance (Hong Kong) Limited 豐亞保險 (香港) 有限公司 (Co. No: 1381337) of 1101, 11/F Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong.

## **2 > when we cover you**

Your DirectAsia travel policy covers an insured person in covered countries and during that insured person's period of insurance as shown on your certificate of insurance. Your cover is subject to the terms and conditions contained in these policy details.

Under your policy, a trip is deemed to commence when the insured person leaves his residence or place of business in Hong Kong (whichever is the later) for a direct journey to commence his trip and ends:

- upon his arrival at his residence or place of business in Hong Kong (whichever is the earlier); or
- two hours after the insured person's arrival in Hong Kong,

whichever is the earlier.

Coverage for trips outside Hong Kong is subject to the time limit(s) described on your certificate of insurance.

If you or an insured person is on a trip outside Hong Kong for a period in excess of 182 consecutive days (for a single trip DirectAsia travel policy) or 90 consecutive days per trip (for an annual DirectAsia travel policy), then your policy will not cover you for the period of time you or that insured person is outside Hong Kong in excess of 90 consecutive days (for annual policies) or in excess of 182 consecutive days (for single trip policies). The cover for annual travel policies will reactivate upon your or that insured person's next trip outside Hong Kong.

#### **automatic extension of policy cover**

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 by an additional 30 days even if this goes past the original period of insurance or past the 90 or 182 day limits referred to above.

We will also automatically extend your cover 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.

This extension is for a maximum of 14 days or when you arrive back in Hong Kong, whichever is the earlier.



### 3 > your benefits

#### your available DirectAsia travel insurance benefits

A summary of your available benefits is set out in the table below:

Core Benefits		Maximum Limits Payable		
		TR 25	TR 75	TR 200
Accidental Death / Total & Permanent Disablement (Lump Sum)	Per Adult 70 years old or younger	HK\$250,000	HK\$750,000	HK\$2,000,000
	Per Child or per Adult 71 years and older	HK\$125,000	HK\$375,000	HK\$1,000,000
Medical Expenses including:	-Per Adult 70 years old or younger	HK\$250,000	HK\$500,000	HK\$1,000,000
	-Per Child or per Adult 71 years or older	HK\$125,000	HK\$250,000	HK\$500,000
- Sub-limit for Medical Expenses of Chinese Medical Practitioner for injury	Per day	HK\$150	HK\$250	HK\$500
	Max per accident	HK\$2,000	HK\$2,500	HK\$3,000
- Sub-limit for Medical Expenses of physiotherapy and/or chiropractic treatment for injury	Per day	HK\$300	HK\$300	HK\$300
	Max per accident	HK\$6,000	HK\$7,500	HK\$9,000
-Sub-limit for follow-up medical expenses due to accidental injury		100% of maximum benefits	100% of maximum benefits	100% of maximum benefits
-Sub-limit for follow-up medical expenses due to illness/sickness		5% of maximum benefits	5% of maximum benefits	5% of maximum benefits
Evacuation & Repatriation	Per Adult 70 years old or younger	HK\$3,000,000	HK\$3,000,000	HK\$3,000,000
	Per Child or per Adult 71 years or older	HK\$1,500,000	HK\$1,500,000	HK\$1,500,000
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
Delayed Baggage	Per insured person	HK\$1,500	HK\$1,500	HK\$3,000
Travel Cancellation, Trip Cut Short and Travel Cancellation due to Insolvency	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
Rental Car Excess	Per insured person	HK\$5,000	HK\$5,000	HK\$5,000
Personal Liability	Maximum Limit	HK\$1,500,000	HK\$2,000,000	HK\$3,000,000
<b>Optional Benefits</b>				
Pet Hotel	Max 1 Pet Only	HK\$1,000	HK\$1,000	HK\$2,000

**Important Note:** The benefits described in this section 3 are subject to the maximum limits of your insurance as detailed in these policy details (including the personal liability limits detailed below in these policy details) and on your certificate of insurance.

Your certificate of insurance and these policy details set out and describe the benefits available to you and to all insured persons.



**your policy benefits**

The benefits described in this section 3 are payable only if the insured event affects an insured person while he is covered under your policy.

Our maximum liability in respect of one or more accidents during a period of insurance will not exceed the limits of the sum insured specified in these policy details and on your certificate of insurance.

All limits and amounts that may be payable by us to you as shown in these policy details and on the issued certificate of insurance are in Hong Kong dollars.

Your final policy cover depends on the type and level of DirectAsia travel insurance you choose and is subject to the things that we do not cover as described in these policy details.

We have the right to ask you to provide us with a certification of your condition and/or injury by a doctor of our choosing.

In this event, our chosen doctor’s certification shall be final and binding on you.

The available DirectAsia travel insurance covers are:

**✦ accidental death and total and permanent disablement**

If an insured person sustains injury in an accident that occurs during a trip within the period of insurance, and the injury results in death or total and permanent disability within 90 days of that accident, we will pay the sum insured specified on your certificate of insurance.

We will pay for the insured person only once under this cover up to 100% of the sum insured as shown in the table below and not for both death and total and permanent disability.

<b>nature of claim</b>	<b>maximum compensation</b>
for death	we will pay you a lump sum payment in the sum insured specified on your certificate of insurance.
for permanent disablement as specified below -	percentage of principal sum insured as described in your certificate of insurance
- total and permanent disability	100%
- loss of two or more limbs	100%
- loss of one limb and total loss of sight in at least one eye	100%
- injuries resulting in being permanently bedridden	100%
- total loss of sight in both eyes	100%
- total loss of sight in one eye	60%

This benefit does not cover death or total and permanent disability caused by:

- x** food poisoning and/or drinks poisoning;
- x** 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; and/or
- x** any pre-existing medical condition.



## ✦ **medical expenses**

If an insured person suffers injury or sickness during a trip, we will reimburse or pay up to the maximum limit for the following:

- medical expenses necessarily incurred for medical treatment of that injury or sickness outside Hong Kong;
- medical expenses necessarily incurred for a pregnancy related sickness outside Hong Kong;
- medical expenses necessarily incurred for medical treatment or follow-up treatment in Hong Kong for that injury or sickness sustained outside Hong Kong; and
- expenses of a Chinese medical practitioner, physiotherapist and/or chiropractor but only in the case of injury and not sickness. Here we will pay expenses necessarily incurred for medical treatment or follow-up treatment of that injury either outside Hong Kong or upon the insured person's return to Hong Kong to continue with treatment in Hong Kong for up to a maximum of 60 days after that person's return to Hong Kong.

When medical treatment was sought outside Hong Kong, we will cover the insured person for medical expenses in Hong Kong for a maximum of 60 days from his return to Hong Kong for continuation of that treatment in Hong Kong. When medical treatment was not sought outside Hong Kong, provided the insured person seeks treatment in Hong Kong within 48 hours of his return, then the insured person will be covered for treatment in Hong Kong for a maximum of 60 days from the date of his return to Hong Kong.

This benefit does not cover any medical or other expenses:

- ✗ due to events occurring during the first 12 weeks of pregnancy;
- ✗ due to an ectopic pregnancy, childbirth (including premature childbirth or stillbirth);
- ✗ due to or related to abortion or miscarriage, except if caused by an accident and not attributable to any natural causes and/or sickness;
- ✗ for tests or treatment relating to fertility, contraception, sterilization, birth defects or congenital illness;
- ✗ due to or for any depressive, psychological or psychiatric illness or sickness including post natal depression;
- ✗ that are refundable to you by any other person or source; and/or
- ✗ due to or arising from any pre-existing medical condition;
- ✗ for additional cost of single or private room accommodation at a hospital or charges in respect of

private nursing except in the event of an emergency medical evacuation or repatriation under the section evacuation and repatriation of this policy wording;

- ✗ 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 surgery or medical treatment when in the opinion of the qualified doctor treating the insured person, the treatment can be reasonably delayed until the insured returns to Hong Kong

The maximum amount of medical expenses that we will reimburse is detailed on your certificate of insurance.

## ✦ **evacuation and repatriation**

The maximum limits payable under your emergency medical evacuation cover will be aggregated with your repatriation of mortal remains or local burial cover.

We will not pay you or an insured person any more than the maximum limit payable for the aggregate of evacuation and repatriation cover than is detailed on your certificate of insurance.

### **emergency medical evacuation**

If an insured person suffers injury or sickness during a trip and in our opinion or the opinion of our appointed assistance company (or their authorised representative(s)) it is medically appropriate to move that insured person to another location for medical treatment or return to Hong Kong, our appointed assistance company or their authorised representative(s) will arrange for the evacuation of that person.

We or our appointed assistance company will have the absolute right to decide on:

- the evacuation location; and
- how the evacuation will be carried out,

after considering relevant facts and circumstances, including the medical severity of the insured person's condition, which we or our appointed assistance company is aware of at that time.

If an emergency medical evacuation is required and takes place, our appointed assistance company will pay for the insured person's return if his original ticket is not valid for this purpose.

The insured person will be flown by scheduled airline on economy class or any other appropriate means of transportation (which may include sea or land transportation) as determined by our appointed assistance company.



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, up to the limit detailed on your certificate of insurance.

In addition we will cover your IDD and roaming calls to our appointed assistance company up to a maximum amount of HK\$500.

#### ***repatriation of mortal remains or local burial***

If an insured person dies during a trip resulting from an injury or sickness sustained during that trip, our appointed assistance company will make all necessary arrangements (including procedures to meet local requirements) to return the insured person's body or ashes to his home in Hong Kong or another country of his next of kin's choice.

As an alternative, and subject to local laws, upon specific request of the insured person's next of kin, and where possible, our appointed assistance company will organise and pay for the cost of local burial in the country in which the insured person was visiting at the time of his death.

Our financial responsibility under this cover is limited to the maximum limit detailed on your certificate of insurance.

If the insured person's body or ashes were repatriated to a country other than Hong Kong or were buried locally in the country in which the insured person was visiting at the time of his death, we will only pay expenses up to the amount we would have incurred to return the body or ashes to Hong Kong.

#### ***general conditions***

- While our appointed assistance company provides services on a worldwide basis, it will not be required to provide such services to insured persons who are located in areas which represent war risks or political conditions such as to make such services impossible or reasonably impractical.
- Neither we nor our appointed assistance company will be responsible for any failure to provide services or for delays caused by strikes or conditions beyond our and/or its 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 DirectAsia.

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).

- 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 rateable portion of the cost of such services and benefits.
- 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.
- We are entitled at any time at our expense, to take over and conduct proceedings in your name and/or the name(s) of the insured person(s) to obtain compensation or payment from another party for any loss or injury that gives rise to the rendering of the services under these benefits.
- We and our appointed assistance company will not be liable for:
  - services rendered (including evacuation or repatriation) without the prior authorisation or intervention of 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 our appointed assistance company's doctor, 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; or
  - the cost of burial in Hong Kong.



**✦ loss of personal possessions**

Any amounts payable by us under this loss of personal possessions cover for the personal possessions detailed below (namely, baggage, travel documents, personal money and credit card cover) will be aggregated and shall not exceed the maximum limit for this cover as detailed on your certificate of insurance.

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.

We will pay for an insured person's loss of or damage to those items of luggage, valuables and personal effects owned by that insured person and while that insured person is on a trip being limited to:

- luggage owned by and either hand carried or checked in by the insured person;
- valuables (including watches and jewellery) owned by and worn or carried by the insured person;
- clothing and personal effects owned by and that are on, worn or carried by the insured person; and
- one laptop and its standard accessories owned by and carried by the insured person.

**baggage**

The amount we will pay will be the 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 lower:

type of personal possession	limits	amount applicable
Luggage (including clothing and personal effects)	up to HK\$2,500 for any single article, pair or set of articles	<ul style="list-style-type: none"> <li>○ with receipt and purchase date is within 1 year: no depreciation</li> <li>○ with receipt and purchase date is within 2 years: 50% depreciation</li> <li>○ with receipt and purchase date is more than 2 years: 75% depreciation</li> <li>○ without receipt: a payment of up to HK\$250 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>
valuables	up to HK\$2,500 for any single article, pair or set of articles	<ul style="list-style-type: none"> <li>○ with receipt: no depreciation</li> <li>○ without receipt: no payment</li> </ul>
laptop	up to HK\$2,500	<ul style="list-style-type: none"> <li>○ with receipt and purchase date is within 1 year: no depreciation</li> <li>○ with receipt and purchase date is more than 1 year OR without receipt: subject to the limit, we will pay the purchase price or the trade-in value, whichever is lower</li> </ul>

We retain the right to either make payment or, at our option, reinstate or repair.

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.



### ***travel documents***

We will pay up to the maximum limit as per table below for:

- the cost of replacing passports, travel tickets and other relevant travel documents of an insured 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.

We require that any robbery, burglary or theft that results in the loss of or damage to passports, travel tickets and other relevant travel documents must be reported by the insured person to the police having jurisdiction at the place of the incident within 24 hours after the incident.

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.

### ***personal money***

We will pay up to the maximum limit as per table below in total for the loss of cash, banknotes and traveller's cheques due to robbery, burglary or theft during a trip.

We require that any robbery, burglary or theft that results in the loss of cash, banknotes and traveller's cheques must be reported by the insured person to the police having jurisdiction at the place of the incident within 24 hours after the incident.

We also require 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.

### ***credit card cover***

If, during a trip, an insured person's credit card(s) are lost or stolen and this results in those credit card(s) being fraudulently used during that trip, we will pay for such unauthorised transactions up to the maximum limit as per table below.

We require that any loss of credit card(s) must be reported by the insured person:

- to the credit card issuer(s) within 6 hours after becoming aware of the incident; and
- in the case of robbery, burglary or theft to the police having jurisdiction at the place of the incident within 24 hours after the incident.

We require a report issued by the credit card company or companies to be provided to us substantiating the report of the loss and providing details of any unauthorised transactions.

In the case of robbery, burglary or theft, we also require 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.

This credit card cover is not available and does not apply to an insured person below the age of 18 years.

### ***what we will not pay***

We will not pay claims for loss of personal possessions for:

- x** losses not reported within 24 hours (or in the case of a credit card, 6 hours) of the incident to the police who have jurisdiction in the place the loss occurred, airline, transport company or other carrier who had custody of the baggage or property and may be responsible for the loss;
- x** loss of baggage, money or other insured property left unattended, mailed or shipped separately or as a result of the insured person's failure to take due care and precaution for the safeguard and security of such property;
- x** loss of baggage, money or other insured property left with a concierge or other hotel employee;



- x foodstuff and/or medicine, contact lenses, medical equipment (eg: wheel chair, hearing aid, aerial camera), artificial tooth or denture, mobile phone (including PDA phone, smart phone or similar device with telecommunications function and its accessories), business goods or samples;
- x any data including on tapes, discs, cards, laptop, telecommunication equipment, software and accessories;
- x loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship;
- x delay, detention, seizure or confiscation by customs or other government officials;
- x unexplained disappearance, or shortage due to error, omission or exchange rate differences or depreciation in value;
- x any fine or penalty that the insured person incurs due to non-replacement or late replacement of the lost personal documents;
- x loss or damage which could have been avoided by the taking of reasonable precautions; and/or
- x loss or damage of property where we have reasonable grounds for believing that your claim is not made in good faith.

		Maximum Limits Payable		
		TR25	TR75	TR200
<b>Loss of Personal Possessions*</b>	Per insured person	<b>HK\$5,000</b>	<b>HK\$10,000</b>	<b>HK\$20,000</b>
a)	Baggage including valuables and one laptop	HK\$2,500	HK\$2,500	HK\$2,500
b)	Travel Documents	HK\$1,500	HK\$2,500	HK\$3,000
c)	Personal Money	HK\$1,000	HK\$1,500	HK\$2,000
d)	Credit Card cover	HK\$1,500	HK\$2,500	HK\$3,000
*All amount payable in this section will be aggregated and shall not exceed the maximum limit for this section				

### **delayed baggage**

If during a trip an insured person's checked-in baggage is temporarily lost in transit or misdirected by the carrier and not restored to him/her within 6 hours after his/her arrival at the baggage pick-up point of that person's scheduled destination outside Hong Kong, we will pay the insured person an amount of HK\$500 for every full 6 hours of delay for Travel 200, HK\$300 for every full 6 hours of delay for Travel 75 and Travel 25 up to the limit shown on your certificate of insurance.

#### **what we will not pay**

We will not pay for claims in respect of:

- x delay, detention, seizure or confiscation by customs or other government officials;
- x delay which could have been avoided by the taking of reasonable precautions; and/or
- x 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;
- x delay of baggage mailed or transported separately from you;
- x delay where we have reasonable grounds for believing that your claim is not made in good faith.

### **travel cancellation, trip cut-short, travel delay and travel cancellation due to insolvency**

Any amounts payable under your travel cancellation, trip cut-short, travel delay and travel cancellation due to insolvency covers will be aggregated and shall not exceed the maximum limit detailed on your certificate of insurance.



### **travel cancellation**

If an insured person's trip is unavoidably cancelled within 30 days before the start of the trip but after arranging it due to:

- death of the insured person, any member of his family or his travel companion;
- serious injury of the insured person, any member of his family or his travel companion;
- serious sickness of the insured person, any member of his family or his travel companion; 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 before departing on the trip,

we will pay up to the amount stated on your certificate of insurance for the unused travel fare, accommodation charges and deposits that the insured person has paid or is legally obliged to pay and which are not recoverable from any other source.

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.

### **what we will not pay**

We will not pay for claims where you are:

- x** travelling against the advice of the mass media, a travel alert and/or any government or official body to any particular country or parts of a country;
- x** travelling against the advice of the mass media and/or any government or official body in respect of a strike, riot, bad weather, civil commotion, epidemic, pandemic, contagious disease or other similar health hazard; or
- x** travelling to a country which has been reported to be suffering from an epidemic, pandemic, outbreak of contagious disease or other such similar health hazard in the planned destination prior to the commencement of the trip.

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 plans) or prior to you booking the trip (in the case of annual plans).

### **trip cut-short**

If an insured person's trip is cut-short due to:

- the unexpected death of that insured person or of any member of his immediate family or of his travel companion;
- the serious injury of a member of that insured person or of any member of his immediate family or of his travel companion;
- the serious sickness of that insured person or of any member of his immediate family or of his travel companion;
- hijacking of the aircraft in which the insured person is on board as a 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 that part of the unused and prepaid cost of that insured person's trip which is not recoverable from any other person or source.

Our calculation will be prorated for each full day of the trip that is lost. Our payment shall include reasonable additional hotel costs that are necessarily and unavoidably incurred due to the necessary and unavoidable curtailment of the insured person's trip.

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 you booking the trip (in the case of annual plans).

### **travel delay**

If during a trip an insured person is booked to travel on a public transport and the scheduled departure of that public transport or scheduled arrival at the planned destination is delayed from the time specified by the carrier for a minimum of 6 hours and:

- the delay is due to strike or other industrial action, riot, civil commotion, hijack, natural disaster, Act of God, adverse weather conditions or the mechanical or technical breakdown of that public transport; and
- the insured person has checked-in in accordance with his original itinerary.

we will pay the insured person HK\$500 for every full 6 consecutive hours of delay for Travel 200, HK\$300 for every full 6 consecutive hours of delay for Travel 75 and Travel 25 up to the maximum limit detailed on your certificate of insurance.

We will either pay for delayed departure OR delayed arrival, whichever is the lower in value, but not for both.

We will not pay for any resultant delay costs or expenses due to the delay of the public transport.



If during a trip the insured person is booked to travel on a public transport and the scheduled departure of that public transport is cancelled by the carrier and:

- the cancellation is due to strike or other industrial action, riot, civil commotion, hijack, natural disaster, Act of God, adverse weather conditions in that planned destination or the mechanical or technical breakdown of that public transport; and
- the insured person has checked-in in accordance with his original itinerary.

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.

We will not pay for 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.

#### **travel cancellation due to insolvency**

If an insured person's trip is unavoidably cancelled due to insolvency of:

- a Hong Kong-licensed travel agency which is registered with the Travel Agents Registry and a member of Travel Industry Council of Hong Kong from which the insured person purchased the trip; or
- an airline that flies in or out of Hong Kong International Airport,

we will reimburse the insured person for the loss of irrecoverable travel deposits or travel fares paid in advance, up to the amount detailed on your certificate of insurance.

We will not pay for any loss under this travel cancellation due to insolvency cover:

- ✗ where your policy was purchased 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;
- ✗ 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; or
- ✗ 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 start date.

#### **what we will not pay**

For each of the travel cancellation, trip cut-short, travel delay and travel cancellation due to insolvency covers, 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 DirectAsia travel policies and before the date of booking or reservation of your trip in the case of an annual DirectAsia travel policy;
- ✗ 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;
- ✗ 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 the purchase of your policy for single trip DirectAsia travel policies and before the date of booking or reservation of your trip in the case of an annual DirectAsia travel policy; and/or
- ✗ for any failure on you or an insured person's part to:
  - check for the departure time specified by the carrier or any changes prior to departure; and/or
  - 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;
- ✗ for any loss arising from or relating to:
  - your business, financial or contractual obligations or those of your travelling companion;
  - unlawful acts of or criminal proceedings against any person on whom the booked trip depends;
  - curtailment of your trip due to your financial circumstances;
  - curtailment of your trip due to government regulations, acts or decrees;
  - 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);



- cancellation, curtailment or delay due to you, an insured person's and/or your travel companion's disinclination to travel); and/or
- 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 you booking the trip (in the case of annual plans).

### ✈ rental car excess benefit

This rental car excess benefit is not available and does not apply to an insured person under the age of 18 years.

If, during a trip, an insured person rents or hires a motor car:

- from a licensed rental agency; and
- that rental or hire agreement requires the insured person to pay an excess or deductible in respect of loss or damage to the rental motor car caused by an accident,

we will reimburse that insured person for the excess or deductible up to the amount detailed on your certificate of insurance.

We will only be obliged to pay a claim under this cover if:

- the insured person's legal responsibility to pay the excess or deductible is as a result of loss or damage to the motor car caused by collision or theft while it is in the control of that insured person;
- the insured person complies with all obligations at law in the country where the motor car is being driven or used;
- as part of the rental or hiring arrangements, 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;
- the insured person is duly licensed to drive the motor car at the time of the accident or damage;
- the insured person does not drive the motor car off a public road or take part in speed or time trials of any kind; and
- the loss or damage does not arise from wear and tear, gradual deterioration, damage from insects or vermin, inherent blemish, latent defect or damage.

All other types of motor vehicles including motor cycles, trucks and vans will not be covered by this benefit.

### ✈ 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 amount detailed on your certificate of insurance. We will also pay for legal costs and expenses incurred by the insured person provided that these are only incurred with our prior written consent.

The maximum amount we will pay under this personal liability cover in any one period of insurance is limited to and shall not exceed the amount detailed on your certificate of insurance, regardless of the number of insured persons involved or the number of occurrences, whether or not arising from the same source or original cause.

#### **what we will not pay**

Under this personal liability cover, we are not responsible for and will not pay for:

- ✕ any liability arising from an insured person's willful, malicious, unlawful or dishonest act;
- ✕ any liability 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;
- ✕ any liability arising from personal injury or bodily injury directly or indirectly caused by or out of a traffic or motor accident while the insured person was driving a motor vehicle;
- ✕ any liability arising before the commencement of the trip;
- ✕ any liability arising after the end of the trip;
- ✕ any liability arising from:
  - death or bodily injury of the insured person's employee or any member of the insured person's family;
  - 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 any member of the insured person's family;
  - the insured person's employment, trade, business or profession;
  - the ownership or occupation of any land or buildings other than temporary holiday accommodation; or
  - the ownership, possession or use of animals, firearms, mechanically propelled vehicles, vessels or aircraft of any description;
- ✕ 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;

- x any liability which is created by an agreement but which would not have existed in the absence of such agreement;
- x 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;
- x any claim, loss, injury or damage arising directly or indirectly from, or in any way involving asbestos, or the use, presence, detection, elimination or avoidance of asbestos or its potential exposure;
- x the cost of removing or cleaning up seeping, polluting or contaminating substances; or
- x fines, penalties, punitive, exemplary or aggravated damages.

**✈ optional benefit cover – pet hotel**

The benefit under this cover applies only if you have paid the required additional premium and the pet hotel benefit

**✈ OTA coverage**

Under the Security Bureau of the Hong Kong Special Administrative Region Government’s Outbound Travel Alert System (OTA), if an alert is issued, then subject to the exclusions set out in section 4 of these policy details – what we do not cover, your current travel insurance benefits will follow the table below:

	<b>before insurance application and before travel</b>	<b>after insurance application and before travel</b>	<b>after trip is in progress</b>
<b>if a black alert is raised</b>	- no coverage will be provided	- trip cancellation cover allowed - trip cut-short cover allowed	- full coverage
<b>if either an amber alert or a red alert is raised then for the specific threat covered by that travel alert</b>	- no trip cancellation cover allowed for the threat covered by that travel alert - no trip cut-short cover allowed for the threat covered by that travel alert	- no trip cancellation cover allowed for the threat covered by that travel alert - no trip cut-short cover for the threat covered by that travel alert	- no trip cut-short for the threat covered by that travel alert

**general policy terms**

All limits and amounts shown in your policy are in Hong Kong dollars.

No amount payable by us during any one period of insurance will in aggregate exceed 100% of the total sum insured.

has been specifically stated on your certificate of insurance as being applicable. This benefit is subject to the terms and conditions of your policy.

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 detailed on your certificate of insurance.

This benefit is limited to one pet only.

For us to pay your claim, you must provide us with written confirmation from:

- o 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
- o a doctor confirming your injury or sickness; and
- o the kennel/cattery or pet hotel stating the original and actual pet collection dates.

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.

No amount payable by us under your policy shall carry interest.



## 4 > what we do not cover

As mentioned in section 3, there are additional things that your DirectAsia travel insurance policy does not cover.

### excluded countries

We do not cover you for travel in excluded countries.

### our total liability

Subject to your own individual limits detailed in your policy, our total liability for death or total and permanent disablement occurring when a number of insured persons are together shall not exceed HK\$100,000,000 per event and/or conveyance. In the event the maximum liability exceeds HK\$100,000,000 per event and/or conveyance, the limit amount will be apportioned among the insured persons but the total sum will not be greater than the maximum sum insured for each insured person.

### 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.

### extreme sports claims

Your policy automatically covers you for the following sports and activities. You do not have to tell us that you are participating in these sports and activities:

- baseball;
- basketball;
- bowling;
- cycling – when not practised as a sport;
- fishing;
- golf;
- handball;
- indoor gym activities;
- netball;
- racquet sports;
- running, jogging, brisk walking;
- soccer;
- softball;
- swimming;
- volleyball; and
- water polo.

In addition and provided you declare to us before entering into your policy, your policy will also cover you for extreme sports and activities except for those sports and activities listed below.

These excluded sports and activities are:

- ✗ professional sports;
- ✗ speed time trial or any form of race other than on foot, cycling or swimming;
- ✗ trekking or hiking above 6000 metres in altitude; and/or
- ✗ taking part in any of the following activities without a licensed guide:
  - trekking, hiking or mountain biking in extreme or hazardous areas;
  - off piste skiing;
  - scuba diving;
  - rafting, canoeing or kayaking in white water rapids;
  - parachuting, sky diving, paragliding and parascending, bungee jumping or other similar activities;
  - rock climbing, caving, pot holing or mountaineering and any like activities that require or need the use of ropes;
  - hang gliding; or
  - hot air ballooning.

### other exclusions

If any one or more of the following events occurs, we will also be able to refuse or reduce your claim. We can also cancel your policy.

We do not pay claims for events that arise directly or indirectly from:

- ✗ 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;
- ✗ pre-existing medical conditions, including any treatment and complication arising from those pre-existing medical conditions;
- ✗ mental and nervous sleep disorders including infirmity, psychiatric, mental and nervous sleep disorders including insanity;
- ✗ the insured person's unlawful act or his wilful exposure to danger (other than in an attempt to save human life);



- x suicide or attempted suicide, while sane or insane;
- x taking of poison, voluntarily or involuntarily, while sane or insane;
- x travelling against medical advice or where the travel is made solely or predominantly for the purpose of obtaining medical treatment;
- x travelling against the advice of the mass media and/or any government or official body to any particular country or parts of a country;
- x travelling against the advice of the mass media and/or any government or official body in respect of a strike, riot, bad weather, civil commotion, contagious disease or other health hazard;
- x travelling to a country which has been reported by the World Health Organisation to be suffering from an epidemic or a pandemic prior to the commencement of the trip;
- x 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);
- x travelling to a destination where either a red alert or an amber alert for that planned destination is in existence at any time;
- x medical, surgical or dental treatment except where such treatment is deemed necessary by an injury or illness within the scope of your policy;
- x routine medical examinations or check-ups, routine eye or ear examinations where there is no objective indication of impairment of normal health;
- x any treatment or investigation of a preventative nature including vaccinations;
- x rest cures and services or treatment in any home, spa hydro-clinic, sanatorium or long-term care facility that is not a hospital;
- x acupuncture unless acupuncture is carried out for an injury arising from an accident and is treated under the heading medical expenses above;
- x cosmetic surgery or plastic surgery, treatment for obesity, weight reduction (including liposuction) and weight improvement programmes;
- x cosmetic (aesthetic) or plastic surgery or treatment except for reconstructive surgery:
  - which is carried out to restore function or appearance after an accident;
  - which is done at a medically appropriate stage after the accident; and
  - the cost of the treatment is approved by us in writing before it is done;
- x any treatment that relates to or is needed because of a previous cosmetic treatment except for reconstructive surgery:
  - which is carried out to restore function or appearance after an accident;
  - which is done at a medically appropriate stage after the accident; and
  - the cost of the treatment is approved by us in writing before it is done;
- x infertility, contraception, sterilisation (or its reversal), varicocele, impotence or erectile dysfunction, sexual dysfunction, sex change;
- x sexually transmitted diseases;
- x 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;
- x pregnancy, childbirth, abortion, miscarriage or menopause and any complications, except where such treatment is deemed necessary by injury within the scope of your policy;
- x birth defects and/or congenital illness;
- x circumcision operations unless medically necessary;
- x flying or other aerial activities except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognised charter company;
- x an insured person being engaged as a professional sports person, entertainer, car or motorcycle racer;
- x an insured person who at the time of the incident was actually working and engaged in any of the following capacities or activities:
  - ship crew, fisherman or professional diver;
  - worker on an oil-rig platform and/or undertaking offshore work;
  - air crew;
  - aerial photographer or aerial surveyor;
  - 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);
  - construction work, work at heights above 10 metres, repair activities involving scaffolding or gondolas, work underground in tunnels, demolition work and quarry workers;



- journalist or news correspondent when working and/or reporting in a war zone;
- employee, contractor and/or medical staff of disaster relief organisations;
- security personnel; and/or
- any occupation or activity dealing with explosives, poisonous or hazardous gases or substances;
- X declared or undeclared war (including any civil war and/or any warlike operations) or any act thereof except where the insured person is a passive participant;
- X military or naval service in time of declared or undeclared war or while under orders for warlike operations;
- X 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;
- X invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power;
- X labour strike, riot or civil commotion;
- X any action whether direct or indirect to restore or resulting from the restoration of (or attempt to restore) public order;
- X committing an assault or felony;
- X drinking or being under the influence of alcohol;
- X taking or being under the influence of drugs not prescribed by a doctor;
- X regardless of any contributory cause, any event which is caused or contributed to by the use or release or threat thereof of any chemical, biological, bio-chemical weapon or agent or any electromagnetic weapon;
- X regardless of any contributory cause, any event which is caused or contributed to by the use or release or the threat thereof of any nuclear weapon or device;
- X nuclear reaction, nuclear radiation, ionising radiation or contamination by radioactivity from any irradiated nuclear fuel irrespective of whether other causes have contributed to the claim;
- X any nuclear waste from the combustion of nuclear fuel;
- X radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component;
- X regardless of any contributory cause, any act of terrorism involving the use or release or threat of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the accident or loss;
- X any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism;
- X any illegal activities or any loss resulting directly or indirectly from action taken by a government authority including confiscation, seizure, destruction and restriction;
- X confiscation, nationalisation, requisition or destruction of or damage to property under the order of any government of public or local authority;
- X the insured person not making all reasonable efforts to safeguard his property or to avoid injury or minimise any claim under your policy;
- X damage to any computer or other equipment or component or system or item which processes, stores, transmits, or retrieves data or any part thereof, including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the insured person or not, where such damage is caused by programming or operator error, virus or similar mechanism or hacking;
- X consequential loss directly or indirectly caused by or arising from programming or operator error, virus or similar mechanism or hacking; and/or
- X any consequential loss or damage arising from or in connection with an insured event.

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

If we deny a claim by reason of any of the exclusions described in this section 4, the burden of proving that the claim is covered is upon you.

## 5 > accidents and claims

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



You can contact us to tell us about your accident by email or phone. More information concerning what to do in the event of an accident can be found on our website [www.directasia.com.hk](http://www.directasia.com.hk).

To ensure an efficient and speedy claim process, we will take instruction from you or any other person provided that they are named on your policy. If you would like someone else to deal with your policy or claim on a regular basis, please let us know.

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.

When an event under personal liability cover gives rise to a claim or series of claims, once we have paid you and/or the insured person the full amount of our liability or any smaller amount which can settle the claim, we are not obliged to continue to conduct the defence or settlement of a claim against you and/or the insured person by another person.

If we decide not to continue with the conduct of the defence or settlement of claim made against you and/or an insured person, we will not be responsible for any costs or expenses incurred by you or by any other person as a result of our decision.

### **what you have to do**

If you are making a claim, you must write to inform us of that claim as soon as possible and in any event within 30 days of the event.

If an event occurs that might lead to a claim being made under your DirectAsia travel insurance policy, you have to do all of the following:

- do everything you can reasonably do to prevent and minimise any accident, injury or sickness;
- do everything you can to prevent and limit the loss, damage or injury and to prevent further loss, damage or injury; and
- report the event to us as soon as possible after its occurrence.

### **your responsibilities when you make a claim**

If you or any insured person or any of your personal representative(s) is claiming under your policy, the following must be complied with:

- you or they 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 30 days of the happening of such an injury, sickness, death or other insured event; and

- you or they must provide us with any information, evidence or supporting documents and help that we may need, including the following:
  - producing, at your or their expense, receipts, medical certificates and medical reports in the form prescribed by us;
  - 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;
  - letter of authority, power of attorney, grant of probate or letters of administration, statutory declarations etc required by us;
  - if requested by us, to undergo a medical examination at our expense; and/or
  - 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;
  - if IDD calls are made to our appointed assistance company, your mobile bill highlighting the cost.

### **who we can pay**

If a claim is made under your policy, we may settle the claim with the insured person or his legal personal representative. The insured person's or his 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.

### **if there is other insurance - general**

An insured person may only be covered under one DirectAsia travel insurance policy.

If an insured person is covered under more than one DirectAsia travel insurance policy (which we will call an additional DirectAsia 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 DirectAsia travel policy or additional DirectAsia 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 DirectAsia travel policy or policies.

Where the benefits of an additional DirectAsia 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 DirectAsia travel policies with us.

We will refund, without interest, any duplicated premiums.

#### **if there is other insurance - personal liability**

An insured person may only be covered for personal liability under one DirectAsia insurance policy.

If an insured person is covered for personal liability under more than one DirectAsia insurance policy (which we will call an additional DirectAsia policy), we will treat that insured person as being covered for personal liability under the policy with the highest benefit level only and that insured person will not be covered for personal liability under the other additional DirectAsia policy or additional DirectAsia policies.

Where the personal liability 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 DirectAsia policy or policies.

Where the personal liability benefits of an additional DirectAsia 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 DirectAsia policies with us.

We will refund, without interest, any duplicated premiums.

#### **instalment payments**

When the damage or loss is such that we decide to pay the amount covered and you are paying your premium in instalment we are entitled to deduct the total unpaid balance of your annual premium from the payment we make.

#### **benefits from other sources**

This condition applies to the payment of benefit on a reimbursement or indemnity basis.

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.

## **6 > what you need to do**

#### **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.

#### **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 DirectAsia 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.

#### **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.



### **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.

### **payment of your premium**

Your insurance premium will be shown on your 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.

Where you are permitted to pay your premium by instalment payments, then if the required instalment payments are not paid and received in full by us on or before the specified due date, the policy may be cancelled and no benefits will be payable by us.

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.

### **refunds and reimbursements**

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.

## **7 > keeping your DirectAsia travel insurance up to date**

If there is a material change in your circumstances then you must tell us immediately. We may calculate any difference in premium from the date your circumstances changed even if this happened in a previous period of insurance.

If you do not tell us about changes in your circumstances, then this could result in an additional premium being payable by you, affect the amount you are able to claim or may even mean that you are unable to make a claim.

If your changed circumstances differ materially from what you have previously told us, then a failure to tell us of these changes could also result in your policy being declared void and as having never existed.

### **making changes to your policy – by you**

You may contact us to request a change to be made to your policy. We do not have to accept any changes but if we do accept a change, we will confirm it in writing to you or amend it on your certificate of insurance.

If the accepted change reduces your premium, we will refund the difference owing to you, provided that such difference exceeds HK\$100.

If the accepted change increases your premium, you will need to pay us the additional premium, provided that such additional premium exceeds HK\$100.

The changes you request will only take place when we have confirmed them in writing to you and you pay any additional premium that may be required.

You can contact us to make changes to your policy online, by email or phone.

### **making changes to your policy – by us**

We may change the terms and conditions of your policy, including the premium payable. We will give you at least 30 days' notice before such change is effected.

We may also change any terms and provisions of your policy at the end of your policy such that the change will be applicable from the next period of insurance.

Your continued payment of the premium after we give you notice of any change to your policy will mean that you accept such change.



## **cancelling your policy**

### ***single trip***

If you purchase a single trip DirectAsia travel insurance policy, both you and we may at any time prior to commencement of the period of insurance cancel your policy by giving notice of cancellation to the other party. In the event that you cancel your policy, we will be entitled to charge an administration fee to cover the cost of setting up the policy but you will not be entitled to any refund of premium if:

- the period of insurance has commenced;
- the refund amount is less than HK\$100; or
- any claim is made under your policy.

### ***annual plan***

If you purchase an annual plan DirectAsia travel insurance policy, both you and we may cancel that policy at any time by giving 7 days' notice.

The effective date of cancellation will be based on the date the other party is informed in writing of the cancellation.

If you cancel your annual plan DirectAsia travel insurance policy you must pay to us all of the outstanding or due premium if:

- you have reported or notified us of a claim;
- we have paid a claim; and/or
- you owe us any money

Delayed payments will be subject to interest and added charges.

We will not refund any premium if on or before cancellation of your policy any one or more of the following has occurred:

- you have reported or notified us of a claim;
- we have paid a claim; and/or
- you owe us any money.

You will not be entitled to any refund of premium if the refund amount is less than HK\$100.

If your policy is cancelled and:

- you have not reported or notified us of a claim;
- we have not paid a claim; and
- you do not owe us any money,

then we will return any proportionate part of the premium for the unexpired period of insurance subject to deduction of an administration fee to cover the cost of setting up the policy.

You can check the current administration fee on our website.

## **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:

- on the expiry of the period of insurance;
- failure to pay the lump sum premium or any instalment payment on full by the due date;
- on the occurrence of an event or events for which the maximum sum insured is payable or has been paid;
- on the death of such insured person; or
- upon such insured person ceasing to satisfy any of the eligibility requirements set out in your policy.

## **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.

## **interest of other persons**

You are not allowed to transfer or assign your interest in this DirectAsia travel insurance policy to any other person without first obtaining our written approval.

We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with your policy.

## **8 > customer care**

We are committed to providing you with quality insurance products and services but if any dispute arises out of your DirectAsia travel insurance policy that we cannot resolve between us, then that dispute may be submitted to the Hong Kong Mediation Council for settlement by mediation in accordance with the mediation procedure in force. You and we agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute can be referred to arbitration by a single arbitrator to be appointed by each of us in writing.

If we and you cannot agree on an arbitrator within one calendar month of a request for arbitration by either party, the arbitrator shall be appointed by the Chairman for the time being of the Hong Kong International Arbitration Centre ("HKIAC"). The arbitration will be conducted in accordance with the UNCITRAL Model Law (and Rules). It is expressly stipulated that it is a condition precedent to any



right of action or suit that you may have that an arbitration award shall be first obtained. If we disclaim liability to you for any claim under your policy and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions of this policy then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

Your DirectAsia travel insurance policy is governed by and interpreted in accordance with the laws of Hong Kong.

If these policy details have been translated into a language other than English then in the event of any inconsistency the English language version of these policy details will always prevail.

You should not start legal proceedings against us unless 60 days have elapsed after proof of loss has been provided to us in writing in accordance with the requirements of your policy.

Our liability under your policy is limited solely to the payment of the amounts you are entitled to receive.

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 the terms of your policy.

No third party who has not agreed to be bound by the terms and conditions contained in this DirectAsia travel insurance policy shall have any right to enforce any of its terms or conditions.

We will not be bound by any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.

### **our website**

On our website, you can make certain transactions online. This may be purchasing your policy, administering your policy, making a renewal payment or other transactions. These transactions will not be final until we receive and process your confirmation.

Your confirmation means any communication issued or transmitted by you to us via our website or other electronic means (including your offer to purchase or your confirmation of payment).

It is your responsibility to inform us of any change to your email address. It is also your responsibility to keep your email account active and capable of receiving new emails. We are not responsible for emails sent to an inactive or out of date email account, unless we are solely negligent for using an incorrect email address.

Your confirmation of payment may not be received by us for reasons including mechanical, software, computer, telecommunications or electronic failure, or the omission or failure of other providers or systems which are outside the control of either party. You acknowledge that to the extent permitted by law, we are not liable to you in any way for loss

or damage, however caused, directly or indirectly, in connection with the transmission of an electronic instruction through our website or any failure to receive an electronic instruction for any reason.

The credit card details that you provide to us may be retained after payment is made. Any refund we provide to you for any product you have purchased by credit card will be made back to the credit card account used to make the initial purchase unless otherwise agreed.

We may refuse or decline to process a transaction at any time and for any reason. We will not be liable to you or to any third party if we do this except where it constitutes a breach of your policy. We will also not be liable to you or to any third party for any failure to process a transaction that is beyond our control.

### **general**

A clerical error by us shall not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

The headings used in these policy details do not affect its interpretation.

### **notices**

All notices shall be in writing and shall be deemed to have been received:

- on the same day if delivered by hand or sent by email or fax supported by a confirmation slip; and
- 2 working days from the date of posting if sent by registered post to the addressee's last known address.

## **9 > questions and feedback**

If there is anything about our products and services that you would like to ask us or if you want to provide feedback about us, please get in touch with us via our website [www.directasia.com.hk](http://www.directasia.com.hk), by email, by phone or in person at our office at Rm 1101, Allied Kajima Building, 138 Gloucester Road, Wan Chai, Hong Kong .

## **10 > definitions**

Your DirectAsia travel insurance policy gives special meanings to a number of words that we use in your policy.

We have put together the following explanations to help you understand what we mean by those words. In your policy, where consistent with the context, singular includes plural and vice versa, and words using the masculine gender include the feminine gender.



accident or accidental	means an event occurring during the period of insurance which is sudden and caused by unforeseen, involuntary and external means that results in loss, damage or injury, disablement or death to or of the insured person solely and independently of any other causes.
adult	means a person aged 18 years and above at the start of any trip and who does not fall within the definition of child.
act of terrorism	means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
amber alert	means an amber travel alert issued by the government of Hong Kong SAR under the outbound travel alert system.
amendment	means an endorsement or other authorised change to your policy.
appointed assistance company	means a company in the business of providing emergency assistance services appointed by us for the purposes of your policy.
black alert	means a black travel alert issued by the government of Hong Kong SAR under the outbound travel alert system.
cash	means bills and coins of currency excluding electronic money such as Octopus.
certificate of	means the certificate of insurance which forms part of your policy, containing details of the insured person(s), type of cover and period of insurance (and

insurance	includes any amendments).
child	means your biological, step or legally adopted child who is unmarried, unemployed and whose age is between 30 days and 18 years of age (both inclusive). If unmarried and in full-time tertiary education, the child may be aged up to 24 years.
chinese medical practitioner	means a person qualified as a traditional chinese medicine practitioner (other than you, an insured person, your or an insured person's relative, business partner, employer, employee or agent) who engages in the practice of traditional chinese medicine (including a herbalist, acupuncturist or bonesetter) and is licensed by or registered with the relevant regulatory board, council or authorities to practise and render such treatments, within the scope of his licensing and training in the geographical area of his practice.
cover	means the insurance cover provided in accordance with the terms of your policy as it applies to each insured person.
covered countries	means those countries listed below -  Asia Zone: Brunei, Cambodia, China, Hong Kong SAR, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Myanmar, The Philippines, Sri Lanka, Taiwan, and Thailand and Vietnam..  Worldwide: All other countries except for excluded countries.
cut-short	means having to abandon or curtail the trip and return to Hong Kong earlier than the planned date of return.



dentist	means a person (other than you, an insured person, your or an insured person's relative, business partner, employer, employee or agent) who is qualified as a dental practitioner with a degree in dentistry and duly licensed and/or registered with the relevant statutory dental board or council to provide dental treatment and who, in rendering dental treatment, is practising within the scope of both his licensing and training in the geographical area of practice.
depreciation	means a method of calculating the cost of personal possessions over time. Depreciation will be applied to claims for luggage and personal possessions at such rates as reasonably determined by us.
DirectAsia/we/us/our	means Direct Asia Insurance (Hong Kong) Limited.
disability or disablement	means injury or its complications arising from the same cause.
doctor	means a person (other than you, an insured person, your or an insured person's relative, business partner, employer, employee or agent) who is qualified with a medical degree to practise western medicine and is licensed by or registered with the competent and relevant country medical authorities to provide medical and/or surgical treatment and who, in rendering treatment, is practising within the scope of his licensing and training in the geographical area of practice.
excluded countries	means Afghanistan, Iran, Iraq, Sudan, Syria, Democratic Republic of Congo and Somalia.
extreme or hazardous area	means a place or location where we in our sole opinion would expect you to use a licensed and qualified guide.
extreme sports	means an extreme sport, an action sport and/or an adventure sport 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.
Hospital	<p>means an institution which is legally licensed as a medical or surgical hospital in the geographical area in which it is located. It must be established for the care and treatment of sick and injured persons as bed-paying patients, and which:</p> <ul style="list-style-type: none"> <li>- is under the constant supervision of a doctor;</li> <li>- provides facilities for diagnosis, treatment and surgery;</li> <li>- provides 24-hour daily nursing services by registered graduate nurses; and</li> </ul> <p>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 convalescent home or a home for the aged or similar establishment.</p>
immediate family or family	<p>means your:</p> <ul style="list-style-type: none"> <li>- legal spouse;</li> <li>- parent and parent-in-law;</li> <li>- sibling;</li> <li>- brother-in-law and sister-in-law;</li> <li>- son-in-law and daughter-in-law;</li> <li>- grandchild; and</li> <li>- grandparent and grandparent-in-law.</li> </ul>

injury	means an external and visible bodily injury caused solely and directly by an accident or through accidental means. Without limitation, 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 injury.
insured person	means the person or persons described on your certificate of insurance as the person insured under your policy.
laptop	means a computer that is portable and suitable for use while travelling and includes note book computers and portable computers (which includes a tablet with a touchscreen as the primary interface which is larger than 7 inches when measured diagonally).
medical expenses	<p>means reasonable and customary expenses for medical (including traditional Chinese medicine for injury), dental and/or surgical treatment by a doctor or a dentist (as the case may be) that is necessitated by an accident provided that such expenses are incurred within 90 days of sustaining the relevant or causal injury or sickness.</p> <p>All treatment including specialist treatment must be prescribed or referred by a doctor in order for expenses to be reimbursed under your policy.</p> <p>In the case of dental expenses, such treatment must be necessarily incurred to restore sound and natural teeth where damage to those teeth was caused by an accident.</p>
pair or set of articles	means if a group of components cannot function individually or independently without being attached to, connected with or used with other component(s).

passive participant	<p>means any person who is not:</p> <p>(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;</p> <p>(b) a journalist or news correspondent;</p> <p>(c) an employee, contractor or medical staff of a disaster relief organisation; and/or</p> <p>(d) security personnel.</p>
period of insurance	means the period of cover shown on your certificate of insurance.
pre-existing condition	<p>means any injury, sickness, condition or symptom:</p> <ul style="list-style-type: none"> <li>- for which treatment, or medication, or advice, or diagnosis has been received by you or sought or was foreseeable by you before the start date;</li> <li>- which presented signs or symptoms of which you were aware or should reasonably have been aware or which originated or existed before the start date; or</li> </ul> <p>which was pre-existing before the start date irrespective of whether you were or should have been aware of it.</p>
public place	- means any place that the public has 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 transport	means a regularly scheduled mode of transportation provided by a licensed carrier which any member of the public can join at a recognised departure point and pay a fare.
red alert	means a red travel alert issued by the government of Hong Kong SAR under the outbound travel alert system.



relative	<p>means any or all of the following relations:</p> <ul style="list-style-type: none"> <li>- members of your family or immediate family;</li> <li>- uncle and aunt;</li> <li>- niece and nephew; and</li> </ul> <p>cousin and cousin-in-law.</p>
resident of Hong Kong	<ul style="list-style-type: none"> <li>- means a Hong Kong citizen, a Hong Kong permanent resident, and a holder of a Hong Kong government issued working visa, student visa or dependant's visa.</li> </ul>
serious injury	<p>means an injury which requires treatment by a doctor and which results in you and/or the insured person or his travel companion being certified by that doctor as unfit to travel or continue with his original trip and whenever applied to any members of your immediate family or family, is an injury certified as being dangerous to life by a doctor and which results in the insured person's discontinuation or cancellation of the insured person's trip.</p>
serious sickness	<p>whenever applied to an insured person or his travel companion, means a sickness which requires treatment by a doctor and which results in the insured person or his travel companion being certified by that doctor as unfit to travel or continue with his original trip and whenever applied to any member of your immediate family or family, is a sickness certified as being dangerous to life by a doctor and which results in the insured person's discontinuation or cancellation of the insured person's trip.</p>
sickness	<p>means a sudden and unexpected deterioration of the insured person's health due to a medical condition contracted, starting or showing up during the trip that requires treatment by a doctor.</p>
spouse	<p>means your husband or wife under a marriage recognised by Hong Kong law.</p>

start date	<p>means the first day of the period of insurance shown in your certificate of insurance, representing the day your policy cover starts.</p>
sum insured	<p>means the maximum amount payable as specified in your policy.</p>
total and permanent disability/ disablement	<p>means an injury of a permanent nature which prevents the insured person from engaging in any occupation or from giving attention to any business, or if the insured person has no occupation or business, from attending to his usual duties.</p> <p>In this definition, permanent means an event or condition lasting a minimum of 12 continuous months from the date of an accident and which is certified by a doctor as being beyond any hope of improvement.</p>
travel companion	<p>means a person with whom the insured person has coordinated travel arrangements and intends to travel with on a trip but excluding a tour leader or group leader who is receiving remuneration in monetary form or in kind.</p>
travel alert	<p>means a travel alert issued by the government of Hong Kong SAR under the outbound travel alert system.</p>
trip	<p>means a planned journey from Hong Kong to a place outside Hong Kong and from which the insured person departs and returns to Hong Kong within the policy period.</p>



unsupervised	<p>means:</p> <ul style="list-style-type: none"> <li>leaving your personal possessions with a person you have not previously met;</li> <li>leaving your personal possessions in a position where they could reasonably be taken without your knowledge; or</li> </ul> <p>leaving your personal possessions at such a distance from you that you are unable to prevent them being taken.</p>
valuables	<ul style="list-style-type: none"> <li>means antiques, artifacts, objects of art or paintings, pictures, jewellery, furs, platinum, gold and silver articles, watches and precious stones or semi-precious gems.</li> </ul>
war zone	<p>means an area where there is a declared or undeclared war (including any civil war) and/or any warlike operations, hostilities, rebellion, revolution,</p>

	insurrection or any exercise of military or usurped power.
you / your / insured	means the person named as the main policyholder and includes an insured person on your certificate of insurance.
your policy or your DirectAsia travel insurance policy	means a contract between you and us and comprises the information and any declarations submitted by you to us, your certificate of insurance, these policy details and any other written change to these documents that is advised by us in writing (such as an amendment).

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