

**PART 1 – BENEFITS**

Table of Benefits for Citibank Corporate Card and/or Citibank One Card		
Section	Coverage	Maximum Benefits per Cardholder
<b>Section 1 - Personal Accident Cover</b>		
(a)	Accident on Public Common Carrier	USD150,000
<b>Section 2 - Delay Cover</b>		
(a)	Travel Delay (over 4 hours)	USD150
(b)	Baggage Delay (over 6 hours)	USD150
(c)	Loss of Baggage (over 24 hours)	USD500

\* Aggregate limit per occurrence for Section 2(b) and 2(c) is USD650 per Cardholder

Table of Benefits for Citibank N.A. Branch Corporate Travel Account			
Section	Coverage	Maximum Benefits	
		Per Insured Person	Per Family
<b>Section 1 - Personal Accident Cover</b>			
(a)	Accident on Public Common Carrier		
	<ul style="list-style-type: none"> <li>• Cardholder / spouse</li> <li>• Each dependent child</li> </ul>	HKD1,500,000 HKD187,500	HKD3,000,000
<b>Section 2 - Delay Cover</b>			
(a)	Travel Delay (over 4 hours)	USD250	USD500
(b)	Baggage Delay (over 6 hours)	USD250	USD500
(c)	Loss of Baggage (over 24 hours)	USD750	USD1,500

\* Maximum benefits per Family shall apply when the cardholder is traveling with his/her spouse and/or dependent child during any Eligible Trip.

\*\* Aggregate limit per occurrence for Section 2(b) and 2(c) is USD2,000 per Family

**What To Do When the Insured Person Needs Help**

- In a medical or other emergency, call our 24-hour Zurich Emergency Assistance hotline in Hong Kong +852 2886 3977 and quote the insured person's name and the master policy number printed on the policy. An experienced assistance coordinator will handle the insured person's enquiry.
- To make a claim, call our claims hotline on +852 2903 9388.
- For our customer service, call our enquiry hotline on Customer Services Hotline: +852 2903 9483.  
Our office hours are Monday to Friday 9:00 a.m. to 5:30 p.m. (except for public holidays)

We will insure the *insured person* for whom we have accepted the premium provided all the terms and conditions of the policy are complied with.

## Part 2 – Definition

Certain words in this policy have specific meanings. We have printed these words in italics throughout this policy and have given the meanings below:

### **Accident/Accidental**

a sudden and unforeseen event that happens unexpectedly and causes *injury* to the *insured person*.

### **Accommodation**

room charge only.

### **Cardholder**

A holder of the Basic Card of Citibank Corporate Card /or Citibank One Card which is issued by the Insured in *Hong Kong*, or the principal account holder of Citibank Corporate Travel Account.

### **China**

the territorial limit of the People's Republic of China, but excluding *Hong Kong* and Macau.

### **Dependent Child**

the *cardholder's* unmarried and unemployed child under the age of twenty-three (23) whose *maximum benefits* for each section shall refer to the Table of Benefits under Part 2 - Benefits.

### **Effective Date**

the date stated on the receipt issued by the travel agent / *public common carrier* for the confirmation of payment of travel ticket, fares or full package tour cost.

### **Flight**

any regular scheduled airline or fully licensed chartered aircraft where such airline or aircraft holds a certificate, licence or similar authorization for scheduled air transportation for fare paying passengers and operating only between established commercial airports.

### **Hong Kong**

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

### **Injury**

bodily injury sustained in an *accident* directly and independently of all other causes.

### **Insured**

Citibank (Hong Kong) Limited

### **Insured Person**

Refer to the "Insured Person" stated on the *schedule*.

### **Itinerary**

the detailed plan for a journey issued and confirmed by *public common carrier*, travel agent, tour operator or cruise company, together with the official receipt or confirmation, prior to the issue of the *official receipt*.

### **Loss of Hearing**

*permanent* irrecoverable loss of hearing where:

If a dB = Hearing loss at 500 Hertz

If b dB = Hearing loss at 1,000 Hertz

If c dB = Hearing loss at 2,000 Hertz

If d dB = Hearing loss at 4,000 Hertz

$1/6 (a+2b+2c+d)$  is above 80dB.

### **Loss of Sight**

the entire and *permanent* irrecoverable loss of sight.

### **Loss of Speech**

the disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

### **Loss of / Loss of Use**

*permanent* total functional disablement or complete and *permanent* physical separation at the limb or organ.

### **Maximum Benefits**

the benefit amount of each of the benefits covered under this policy as stated in the Table of Benefits.

### **Medical Practitioner**

a person other than the *insured person* or *immediate family member*, qualified by a degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

### **Overseas**

the destination(s) stated in the *itinerary* of the *insured journey*, except *Hong Kong*.

### **Pandemic**

- any situation when a contagious disease is spreading to several countries globally and affects an exceptionally high proportion of the population in each of these countries, and is publicly announced and documented by a recognized governmental health authority; or
- a disease classified by the World Health Organization as pandemic.

### **Permanent**

lasting not less than twelve (12) consecutive months from the date of an *accident* and at the expiry of that period being beyond hope of improvement.

### Public Common Carrier

any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire including but not limited to bus, ferry, cruise ship, hovercraft, hydrofoil, ship, train, tram or underground train, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and an regularly scheduled airport limousine operating on fixed routes and schedules. Any private hire or rental vehicle, or any conveyance operated for the purpose of sightseeing or tour is excluded from this definition.

### Relevant Documents

documents include enrolment form (if any), official receipt, policy, terms and conditions, table of benefits, declarations, riders, endorsements, attachments and amendments (regardless verbally or in written format).

### Schedule

the schedule attached to and incorporated in the policy.

### Spouse

the legal marriage partner of the *cardholder*.

### Terrorism

an act of terrorism refers to any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), carry out any act, preparation or threat of action which is intended to influence any government de jure or de facto of any nation or any political division thereof and/ or to intimidate the public or any section of the public of any nation for political, religious, ideological, or similar purposes. An act of terrorism must be confirmed and announced to the public by the relevant government. However, any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, military force or coup, or any act with the use of nuclear engineering shall be excluded from this definition.

### Third Degree Burns

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

### War

a contest by force between two (2) or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is (i) an interruption of peaceful relations and (ii) a general contention by force, both authorized by the sovereign.

### We, Us or Our

Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability).

## PART 2 – BENEFITS

### Section 1 – Personal Accident Cover

#### (a) Accident on Public Common Carrier

In the event that the *insured person* suffers from *injury* resulting from *accident* while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from *public common carrier*, we will pay up to the *maximum benefits* as stated in the Table of Benefits in accordance with the percentage stated in the Compensation Table hereunder, but only to the extent and if such *injury* or results in loss within three hundred and sixty-five (365) consecutive days after the date of the *accident*.

Events		Percentage of Maximum Benefits
<b>Accidental Death and Disablement</b>		
1.	Death	100%
2.	Permanent total loss of sight of both eyes	100%
3.	Permanent total loss of hearing in	
	(a) both ears	100%
	(b) one ear	50%
4.	Loss of both hands or loss of both legs above the ankle joint	100%
5.	Loss of one hand and loss of one leg above the ankle joint	100%
6.	Loss of sight of one eye and loss of one hand; or Loss of sight of one eye and loss of one leg above the ankle joint	100%
7.	Loss of speech or permanent loss of mastication	100%
8.	Loss of or the permanent total loss of use of four (4) limbs	100%
9.	Damage to the central nervous system or the thorax an abdominal organs leading to the permanent loss of the ability to engage in any job and the ability to carry out the daily activities essential to life without assistance	100%
10.	Permanent and total loss of use of two (2) or more major joints on each of two (2) limbs	75%
11.	Loss of ten (10) fingers	75%
12.	Loss of one (1) hand or permanent and total loss of use of the three (3) joints on one (1) hand	50%
13.	Loss of one (1) leg above ankle joint or permanent and total loss of use of the three (3) joints of one (1) leg	50%
14.	Permanent loss of use of ten (10) fingers	50%
15.	Loss of ten (10) toes	50%
16.	Loss of sight of one (1) eye	50%
17.	Loss of thumb and index finger of the same hand	25%

- (i) Benefit shall not be payable for more than one (1) of the Events listed above in respect of the same *accident*. Should more than one (1) of the Events occur as a result of the same *accident*, only the Event with the highest compensation will be payable under this section.
- (ii) The insurance for any *insured person(s)* under the policy shall terminate upon the occurrence of any compensation for which indemnity is payable under any one (1) of the above Events, but such termination shall be without prejudice to any claim originating out of the *accident* causing such loss.
- (iii) When a limb or organ which had been partially disabled prior to an *injury* covered under this policy and which becomes totally disabled as a result of such *injury*, the percentage of *maximum benefits* payable shall be determined by us having regard to the extent of disablement caused by the *injury*. However, no payment shall be made in respect of the loss of a limb or organ which was totally disabled prior to the *injury*.

This Section also insures:

- **Major burns**

In the event that the *insured person* suffers from *third degree burns* as a result of an *accident* which causes damage over 25% of the total body surface area of the *insured person* while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from *public common carrier*, we will pay up to 10% of the *maximum benefits* as stated in the Table of Benefits, or up to USD20,000, whichever is lower.

- **Necessitate corrective plastic surgery expenses**

We will reimburse to the *insured person* up to 10% of the *maximum benefits* as stated in the Table of Benefits, or up to USD20,000, whichever is lower, against any actual and necessitate corrective plastic surgery expenses charged by a *medical practitioner* as a result of an *accident* while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from *public common carrier*. Such surgery must be substantiated by a written report from a qualified *medical practitioner* as being medically necessary.

In no event shall the total amount payable under this Section 1 (a) – *Accident in Public Common Carrier* exceed 100% of the *maximum benefits* as stated in the Table of Benefits.

**Extensions to Section 1**

**(i) Under this Section, we extend to cover any injury sustained by the insured person while:**

- the *insured person* is travelling to the airport on the scheduled departure day of the *flight* in which the *insured person* has arranged to travel for the purpose of commencing the *flight*; or
- the *insured person* is travelling directly from the airport to scheduled hotel or meeting place on arrival day of the *flight* in which the *insured person* has arranged to travel for the *flight*; or
- the *insured person* is inside any airport premises for the purpose of commencement or continuation of his/her scheduled *flight*; or
- the *insured person* is travelling between terminals for the sole purpose of meeting a connecting *flight*.

**(ii) Exposure**

If by the reason of any covered *accident* occurring to the *public common carrier*, the *insured person* is unavoidably exposed to the elements (including but not limited to prolonged and rigorous weather or environmental conditions) and as a direct and unavoidable result of such exposure sustains death, loss or disablement within one (1) year from the date of *accident*, we will pay in accordance to the Events as stated in the Table of Benefits.

**(iii) Disappearance Clause**

If the body of the *insured person* has not been found within one (1) year after the date of the disappearance due to *accident*, sinking or wrecking of the *flight* or other *public common carrier* either on the ground or at sea in which the *insured person* was traveling at the time of the *accident* and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered death resulting from bodily injury caused by an *accident* covered by this policy at the time of such disappearance, sinking or wrecking.

**Special condition for Section 1**

**Maximum Liability On Personal Accident**

Where any individual life is insured under multiple policies which contain personal *accident* covers and are issued by Zurich Insurance Company Ltd and/or our affiliated companies, the maximum liability in respect of any one (1) individual life under such personal *accident* covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

**Exclusion applicable to Section 1**

This section does not cover death or any loss caused by an *injury* which is a consequence of any kind of disease and/or illness.

**Section 2 – Delay Cover**

**(a) Travel Delay**

In the event that:

- the *flight* in which the *insured person* has arranged to travel is delayed from the departure time specified in the *insured person's* original *itinerary* for more than four (4) hours, or the *flight* is being canceled, or the *insured person* is being denied boarding due to overbooking of the scheduled flight; or
- the *insured person* has missed connection to the onward connecting *flight* stated in the *insured person's* original *itinerary*;

and there is no alternative *flight* available within the next four (4) hours. We will reimburse to the *insured person* for the costs for hotel accommodation and/or restaurant meals and/or refreshments at the place of departure or missed *flight* connection, up to the *maximum benefits* as stated in the *table of benefits*.

**Special Condition for Section 2(a)**

1. All claims must be substantiated by written confirmation from the *flight* company on the number of hours for such delay.

**Exclusions applicable to Section 2(a)**

This section does not cover:

1. delay of the *flight* as a result of any circumstance which is existing or announced before the *effective date*;
2. any loss in relation to cancellations or alternations to original *itinerary* that is not verified by the airline, travel agency or other relevant organizations;
3. any loss arising from airport closure due to air traffic control by local government or relevant authorities; or any loss arising from any government's regulations control or act;
4. any loss arising from the failure of *insured person* to get on board the first available alternative transportation offered by the administration of the relevant *flight* company.

**(b) Baggage Delay**

In the event of the *insured person's* checked-in baggage being delayed for over six (6) hours after the *insured person's* actual arrival at the scheduled *overseas* destination, we will reimburse the *insured person* for the actual costs of emergency purchase of essential clothing or toiletries up to the *maximum benefits* as stated in the Table of Benefits.

**(c) Loss of Baggage**

In the event of the *insured person's* checked-in baggage being delayed for over twenty-four (24) hours after the *insured person's* actual arrival at the scheduled destination abroad, we will reimburse the *insured person* for the actual costs, in addition to Section 2(b), of emergency purchase of essential clothing or toiletries within the next one hundred and twenty (120) hours after *insured person's* actual arrival at the scheduled destination abroad, up to the *maximum benefits* as stated in the Table of Benefits.

**Special Condition for Section 2(b) and 2(c)**

All claims must be substantiated by written confirmation from the *public common carrier* on the number of hours of such delay.

**Exclusions applicable to Section 2(b) and 2(c)**

This section does not cover:

1. any baggage not being on the same *public common carrier* of the *insured person* or souvenirs and articles mailed or shipped separately;
2. any loss for which the *insured person* fails to submit receipts for the purchase of emergency items or requisites;
3. any loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, *terrorism*, or action taken by government authorities in hindering, combating or defending against such an occurrence; detention or destruction under quarantine or customs regulations, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade.

## PART 3 – GENERAL EXCLUSIONS

This policy does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

1. any *insured person* who is a holder of the People's Republic of China passport and travels to/within *China*. However, this exclusion will be waived if the *insured person* mentioned in the aforesaid has an official document issued by the overseas Government (other than *China*) as proof that he/she is a legal resident of the respective country but travelling with a passport of the People's Republic of China;
2. any illegal or unlawful act by the *insured person* or confiscation, detention, destruction by customs or other authorities;
3. riding or driving in any kind of motor racing, competition, or engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport;
4. suicide or intentional self-inflicted injury;
5. insanity, mental or nervous disorders; any condition under the influence of alcohol or drugs (other than those prescribed by a *medical practitioner*), alcoholism, drug addiction or solvent abuse;
6. any condition resulting from pregnancy, childbirth or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising therefrom, venereal disease;
7. any home leave while the *insured person* is confined to a hospital as an in-patient;
8. being as a crew member or an operator of any air carrier;
9. any activity or involvement of the *insured person* in the air unless such *insured person* is at the relevant time (i) travelling as a fare paying passenger on a regularly scheduled *flight* or licensed chartered aircraft, or (ii) participating in such activity where the maneuver or navigation of such activity is responsible by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorized by the relevant local authority;
10. trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level;
11. engaging in any kind of labour work; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives, performing as an actor/actress, being a site worker, fisherman, cook or kitchen worker, tour guide or tour escort; naval, military or airforce service or operations or armed force services;
12. any *injury*, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related *illness* including AIDS and/or any mutant derivative or variations thereof however caused or however named;
13. any event arising from *war*, invasion, act of foreign enemy, hostilities (whether *war* is declared or not), civil war, rebellion, insurrection, military force or coup;
14. any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component;
15. any expenses that can be compensated from any other sources except for Section 1 – Personal *Accident*.
16. Any loss resulting directly or indirectly from *pandemic* existing before the *insured person's* original scheduled departure date.

## PART 4 – GENERAL CONDITIONS

1. This policy is a mandatory cover to all *cardholders* and premium shall be charged to each and every Citibank Corporate Card and Citibank One Card issued by the Insured and each and every Corporate Travel Account of the Insured.
2. Upon our request, the *Insured* shall confirm whether the *Insured Person* who filled a claim under this policy is a *Cardholder*.
3. Coverage under this policy for each *insured person* is based on the *insured person's* age on the departure date of the Eligible Trip.
4. On the *effective date* the *insured person* must be fit to travel; otherwise any claims shall result in *our* right to repudiate liability under this policy.
5. All Eligible Trip must commence and depart from and return to *Hong Kong*.
6. The maximum period of the *insured journey* cannot exceed ninety (90) days per trip.
7. The insurance is only valid for conventional leisure travel or business travel (limited to administrative only). The insurance shall not apply to persons undertaking expeditions, treks or similar journey.

## PART 5 – GENERAL PROVISIONS

### 1. Entire Contract

This policy contract including all *relevant documents* will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* authorized officer and evidenced by endorsement of amendment.

### 2. Age Limit

Unless specifically mentioned in the contrary, this insurance applies to any *insured person* at all ages.

For any child(ren) insured under a Family Plan must be under the age of twenty-three (23). *Spouse* and *dependent child* under Family Plan must be accompanied by the *cardholder* during the Eligible Trip.

### 3. Notice of Claims

Written notice of claim must be given to *us* by the *insured person* within thirty (30) days of the date of the incident causing such loss. In the event of *accidental* death, immediate notice thereof must be given to *us* by *insured person's* legal representative.

All other certificates, information and evidences required by *us* shall be furnished at the expenses of the *insured person's* or the personal representative of the *insured person* and shall be in such form and of such nature as *we* may prescribe. If the *insured person* does not comply with this condition, *we* shall have the sole discretion to decide not to pay any benefits under this policy.

### 4. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (30) days from the date of issuance of *our* receipt of the claim provided to *us*. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished at the expense of the claimant without any expense to *us*.

### 5. Claims Admittance

In no case shall *we* be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the incident giving rise to a claim under this policy unless the claim has been admitted or is the subject of a pending legal action or arbitration.

### 6. Medical Examination

*We* shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* if *we* deem necessary and in the event of death to have a post-mortem examination at *our* expense. The result of such examination shall be *our* property.

### 7. Payment of Claims

*We* will pay all benefits to the *insured person* for their respective rights and interests. All payment of claims in this policy shall be in *Hong Kong* dollars and are payable to the *insured person* after the receipt of due proof upon *our* approval. In the event of *accidental* death of the *insured person*, *we* will pay all the pending benefits to the estate of the *insured person*. All indemnities provided in this policy will be paid immediately after the receipt of due proof upon *our* approval.

### 8. Liability Claims

The *insured person* must not admit, deny, or settle a claim without *our* consent.

### 9. Misrepresentation or Non-disclosure

If the *insured person*, or anyone acting on behalf of the *insured person* makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to disclose *pre-existing condition* or fail to act in utmost good faith, *we* will not be liable for any claim and all covers and benefits under the policy for the relevant *insured person* shall cease immediately. *We* will not be liable to refund any premium paid. If any benefit has been



paid by us, the *insured person* shall refund such benefit to us within seven (7) working days from the date of our notice of demand.

#### **10. Misstatement of Age**

If the *insured person's* age has been misstated, the premium difference would be returned or charged according to the correct age. In the event that the *insured person's* age has been misstated and if, according to the correct age, the coverage provided by the policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then our liability shall be limited to the refund of premiums paid for such *insured person*, and we will be entitled to void or terminate the coverage of such *insured person* totally.

#### **11. Other Insurance**

If at the time of a claim there is any other policy insured by other insurance company which also provides the same benefits as the ones being claimed under this policy, we will only be liable for our proportionate share (except for Section 1 - Personal Accident and Section 2(a) - Travel Delay).

#### **12. Clerical Error**

Our clerical errors shall not invalidate policy otherwise valid nor continue policy otherwise not valid.

#### **13. Legal Action**

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within one (1) year from the expiration of the time within which proof of claims is required.

#### **14. Subrogation**

We have the right to proceed at our own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy, and the *insured person* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which we are entitled by virtue of our right hereunder.

#### **15. Alternative Dispute Resolution**

In the event of a dispute arising out this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be one and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this policy and the *insured person* does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the *insured person's* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

#### **16. Rights of Third Parties**

Other than the Insured or the *insured persons* or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

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

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

#### **18. Statement of Purpose for Collection of Personal Data**

All personal data collected and held by us will be used in accordance with our privacy policy, as notified to the *insured person* from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>

The *insured person* shall, and shall procure all other *insured person* covered under the policy to, authorize us to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in our privacy policy as applicable from time to time.

When information about a third party is provided by the *insured person* to us, the *insured person* warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to us, enabling us to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

#### **19. Governing Law and Jurisdiction**

This policy shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.

#### **20. Duplicate or Multiple Cards**

In no event will duplicate or multiple cards obligate us to pay in excess of the Table of Benefits for any one loss sustained by any one individual *cardholder* as a result of any one incident under this Policy. The maximum amount payable where duplicate cards are held by any *cardholder* will be the highest applicable benefit specified in the Table of Benefits.

#### **21. Effectiveness and Termination of Insurance for Individual Insured Person**

Coverage with respect to any *insured person* shall immediately terminate on the termination date of this Policy or the time an *insured person* ceases to become eligible as an *insured person*, whichever is earlier, provided, however that such termination shall be without prejudice to any claim originating prior thereto.

### **Claims Procedure**

Step 1 – Notify us within thirty (30) days of any occurrence which may give rise to a claim.

Step 2 – Complete and provide a claim form and the following documents to us.

#### **Personal Accident**

- Copy of a death certificate
- Copy of a dated medical report/certificate issued by a *medical practitioner* certifying the degree or severity of disability
- Police report and/or coroner's report, where relevant
- Letters of Administration or Grant of Probate
- (In the event of a disappearance) Presumption of death as proclaimed by a court or documents proving the disappearance of the body for one year due to sinking or wrecking of the transportation means

#### **Travel Delay**

- Copy of written report from the related *public common carrier* including date, times and duration and reason of the delay
- Original purchase receipts hotel accommodation and/or restaurant meals and/or refreshments

#### **Baggage Delay**

- Copy of written report from the related *public common carrier* including date, times and duration and reason of the delay
- Original purchase receipts for the emergency items due to baggage delay

Additional documents relevant to the claim may be required and to be forwarded upon our request.