



MSIG

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A Member of **MS&AD** INSURANCE GROUP

FUBON TRAVEL ACCIDENT INSURANCE PLAN

(Master Policy No. 91009384)

BENEFITS SUMMARY

This document (the "Summary") provides a summary of benefits available to you as an Insured Cardholder when you pay:

- a) the travel fare of return trip in full of tickets issued by a Public Transport conveyance or
- b) one hundred percent (100%) of the total costs of the package tour which includes the fare of ticket issued by a Public Transport conveyance

with your Eligible Credit Card.

The benefits outlined below are subject to the limits, terms and conditions contained in the Fubon Travel Accident Insurance Plan (the "Master Policy") issued by MSIG Insurance (Hong Kong) Limited (the Company) to Fubon Bank (Hong Kong) Limited (the Policyholder).

The Policyholder reserves the right to cancel, at its absolute discretion, with or without cause, the service in respect of any Insured Cardholder at any time by giving at least one (1) month's prior notice to such Insured Cardholder.

BENEFITS TABLE

Irrespective of the number of Eligible Credit Cards held by an Insured Cardholder, the Company's maximum liability during any one Period of Insurance under the respective Section of the Master Policy shall not exceed:

	PRINCIPAL SUM (HK\$)	
SECTION 1		
Personal Accident on Public Transport	7,800,000 3,900,000	in respect of the same Insured Cardholder who is 18 to 64 years of age when he/she suffers Bodily Injury in respect of the same Insured Cardholder who is 65 to 75 years of age when he/she suffers Bodily Injury
SECTION 2		
Medical Expenses	195,000	in respect of the same Insured Cardholder
SECTION 3		
Travel Delay	250 2,000	for each and every full 6-hour delay from the scheduled arrival time in respect of the same Insured Cardholder
SECTION 4		
a. Emergency Purchase for check-in Baggage Delay	1,000 2,000	for each and every full 6-hour delay from the scheduled arrival time in respect of the same Insured Cardholder
b. Emergency Purchase for Loss of check-in Baggage	2,000 20,000	for any one article or pair or set of articles for lost over 48 hours in respect of the same Insured Cardholder
24 Hour Travel Worldwide Assistance Services*		
Medical Evacuation and Repatriation	2,000,000	in respect of the same Insured Cardholder
<i>*24 Hour Service Provider's Alarm Centre Contact Number at (852) 3122 6899</i>		

DEFINITIONS

1. "Bodily Injury" means bodily injury to the Insured Person caused solely and directly by accidental, external, violent and visible means independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.
2. "Company" means MSIG Insurance (Hong Kong) Limited.
3. "Eligible Credit Card" means Fubon Visa Infinite Credit Card issued by the Policyholder.
4. "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:
 - a) has organised facilities for diagnosis, treatment and major surgery;
 - b) provides twenty-four (24) hours a day nursing services by registered nurses;
 - c) is under the supervision of one or more Registered Medical Practitioners; and
 - d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
5. "Insured Cardholder" means the person who holds a valid principal or supplementary Eligible Credit Card.
6. "Insured Trip" means a trip originating from an immigration counter in the Hong Kong Special Administrative Region to a place outside of the Hong Kong Special Administrative Region.
7. "Insured Person" means the Insured Cardholder. All Insured Persons must be Hong Kong resident.
8. "Loss of Hearing" means the total and irrecoverable loss of hearing.
9. "Loss of Limb" means the loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.
10. "Loss of Sight" means the total and irrecoverable loss of sight.
11. "Medical Expenses" means medical expenses incurred and paid by the Insured Person to a Registered Medical Practitioner, Hospital and or ambulance service for medical surgical, X-ray, hospital or nursing treatment during the period of ninety (90) days following Bodily Injury sustained or Sickness suffered, including the cost of medical supplies and ambulance hire and including the cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is a result of Bodily Injury only. All treatment including specialist treatment must be prescribed / referred by a Registered Medical Practitioner in order for medical expenses to be reimbursed under the Master Policy and shall not exceed the usual level of charges for similar treatment, medical services or supplies in the location where the medical expenses were included had this insurance not existed.
12. "Principal Sum" means the amount of cover available to an Insured Person under each section listed in the Benefits Table.
13. "Policyholder" means Fubon Bank (Hong Kong) Limited.
14. "Public Transport" means a licensed and scheduled land, water or air transport service which any member of the public can join at a recognised stop and pay a fare.
15. "Registered Medical Practitioner" means a practitioner of western medicine duly qualified and legally registered as such under the laws of Hong Kong or the country in which the claim arises and where the treatment takes place but excluding any Insured Person or family member or partner or co-partner of the Insured Person.
16. "Sickness" means sickness or disease suffered by the Insured Person which requires treatment of a Registered Medical Practitioner and which results in expenses being necessarily incurred.

In this Summary, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other gender.

SECTION 1 – PERSONAL ACCIDENT ON PUBLIC TRANSPORT

The Company will pay the percentage of the Limit of Benefits as shown below if an Insured Person suffers Bodily Injury resulting in death, disablement or loss as stated hereunder whilst riding as a passenger in or on, boarding or alighting from the Public Transport conveyance during an Insured Trip. The benefits will be paid to the Insured Person or the Insured Person's legal representative in the event of death.

	Insured Event(s)	Limit of Benefits
1.	Death	100%
2.	Loss of two (2) Limbs	100%
3.	Loss of Sight of both eyes	100%
4.	Loss of one (1) Limb and Loss of Sight of one (1) eye	100%
5.	Loss of speech and Loss of Hearing	100%
6.	Loss of one (1) Limb	50%
7.	Loss of Sight of one (1) eye	50%

Conditions Applicable To Section 1

1. Irrespective of the number of Insured Event(s) suffered by any one Insured Person, the Company's maximum liability during any one occurrence and any one Period of Insurance under this Section of the Master Policy shall not exceed the Principal Sum stated in the Benefits Table.
2. Benefits shall only be payable provided that death or loss occurs or disablement commences within one hundred and eighty (180) days from the date of the Bodily Injury.
3. The Company's maximum Aggregate Limit of Indemnity under the Master Policy shall not exceed HK\$39,000,000 combined for all Insured Persons sustaining Bodily Injury whilst travelling in the same conveyance of Public Transport any one occurrence and any one Period of Insurance. In the event the Aggregate Limit of Indemnity is insufficient to pay the full amount of benefits payable for each Insured Person, then the amount payable for each Insured Person would be reduced proportionately.

EXTENSIONS

Disappearance

If an Insured Person is missing and his body is not found for twelve (12) consecutive months following disappearance, forced landing, stranding, sinking or wrecking of a Public Transport conveyance on which such Insured Person was riding as a fare-paying passenger, the Company shall presume Bodily Injury resulting in death to have been suffered by the Insured Person and shall be liable to pay for the Benefit of death as described. However, if at any time after payment of Benefit for such death, the Insured Person is found to be living, such Benefit shall be refunded to the Company.

SECTION 2 – MEDICAL EXPENSES

If the Insured Person suffers Bodily Injury or Sickness during the Insured Trip up to a period of 60 days beginning on the commencement date of the Insured Trip, the Company will reimburse the reasonable and actual Medical Expenses incurred overseas up to 100% of the Principal Sum stated in the Benefits Table.

This section also covers Medical Expenses incurred for treatment or follow-up treatment in Hong Kong for any Bodily Injury sustained or Sickness suffered during the Insured Trip, provided that:

- (a) If prior medical treatment has not been sought overseas, the Insured Person must seek medical treatment in Hong Kong within one (1) week upon return to Hong Kong. From the date of first treatment in Hong Kong, the Insured Person has up to a maximum of twenty one (21) days to continue medical treatment in Hong Kong, subject to a maximum sum of five percent (5%) of the Principal Sum stated in the Benefit Table for this section.
- (b) If medical treatment had already been sought overseas, the Insured Person has up to a maximum of twenty one (21) days upon return to Hong Kong to continue medical treatment in Hong Kong, subject to a five percent (5%) of the Principal Sum stated in the Benefit Table for this section.

This section also covers the medical treatment by herbalist, acupuncturist, chiropractor or bonesetter in respect of Bodily Injury sustained during the Insured Trip, the maximum payable is HK\$780 per Bodily Injury.

In no event shall the Company be liable to reimburse the Insured Person for Medical Expenses incurred overseas and in Hong Kong in excess of one hundred percent (100%) of the Principal Sum stated in the Benefits Table. If the Insured Person is entitled to a refund of all or part of the Medical Expenses incurred from any person or any other source, the Company will only pay the amount of Medical Expenses over and above the refunded amount up to one hundred percent (100%) of the Principal Sum stated in the Benefits Table. The Company will reimburse Medical Expenses incurred in Hong Kong (if any) in accordance with the prevailing laws, rules and regulations of Hong Kong.

Exclusion to Section 1

(A160) COVID-19/ Pandemics Exclusion

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived – :

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

Exclusions to Section 1 and 2

These Sections do not cover bodily injury, disablement, sickness or loss directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. any pre-existing physical weakness, defect or disease, or any pre-existing mental defect or infirmity including any recurring, chronic or continuing illness or condition which the Insured Person is aware of or has already received treatment within a 12 month period preceding on the commencement date of the Insured Trip. A condition is deemed to be pre-existing if treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement when the Insured Person becomes eligible for Benefits under the Master Policy.
2. any claim arising from venereal disease, pregnancy, childbirth, miscarriage or self exposure to exceptional risk;
3. any claim arising from HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused or however named;
4. any claim arising from disease of any kind, bacterial infections except pyogenic infections which occur through an accident cut or wound or hernia of any kind;
5. the Insured Person:
 - a) travelling in a Public Transport conveyance other than as a fare-paying passenger,
 - b) engaging as a member of the air crew,
 - c) engaging in the service or duty with the police or any armed force or fire service or security guard service of any country,
 - d) committing suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life),
 - e) being under the influence of alcohol, unless it can be established to the Company's reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the bodily injury, or the effects of solvent abuse,
 - f) engaging in fighting (except in bona fide self defence), provoked assault, resistance to arrest or any illegal acts.

Exclusions to Section 2

This section does not cover medical expenses incurred in respect of bodily injury or sickness caused by, arising from or in connection with:

1. the Insured Person
 - a) engaging in any sports in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sports,
 - b) engaging in organised sports, mountaineering, speed or endurance tests, parachuting or other hazardous pursuits or occupations,
 - c) engaging in business travel involving assignments of a dangerous nature or where the Insured Person's occupation is of a manual nature.
2. any elective or non-emergency treatment not directly related to the bodily injury or sickness which necessitated the admittance into hospital.
3. any treatment not recommended by or undertaken by a Registered Medical Practitioner.
4. any treatment or service provided by a health spa, convalescent or nursing home or any rehabilitation centre.

SECTION 3 – TRAVEL DELAY

If the arrival of the Public Transport conveyance in which the Insured Person has arranged to travel is delayed for six (6) hours or more from the originally scheduled arrival time of such conveyance or cancelled due to (i) the mechanical breakdown or derangement of the Public Transport conveyance; (ii) strike or (iii) adverse weather conditions directly resulting in suspension of the Public Transport and the Insured Person is denied boarding and no alternative transportation is made available, the Company will indemnify the Insured Person for the actual and necessarily expenses incurred by the Insured Person of his Insured Trip in respect of hotel accommodations, meals, refreshments or travel costs which are incurred at the place of departure where the travel delay occurs, provided these expenses are not provided by the Public Transport conveyance or any other party free of charge.

Conditions Applicable to Section 3

1. No indemnity is payable for expenses incurred for hotel accommodation if the delay occurs in the place of residence of the Insured Person;
2. The Insured Person must check-in in accordance with the original itinerary and obtain written confirmation from the Public Transport conveyance or their handling agents stating the reasons and length of the delay.

SECTION 4 – EMERGENCY PURCHASE FOR CHECK-IN BAGGAGE DELAY / LOSS OF CHECK-IN BAGGAGE

4.a. Emergency Purchase for check-in Baggage Delay

If the Insured Person's check-in baggage with the Public Transport conveyance is temporarily lost due to (i) the mechanical breakdown or derangement of the Public Transport conveyance; (ii) strike; (iii) adverse weather conditions or (iv) mishandling of baggage on the part of the Public Transport conveyance on an outward Insured Trip and not restored to the Insured Person within six (6) hours after the Insured Person's arrival at the scheduled destination point of his Insured Trip, the Company will indemnify the Insured Person for the actual expenses incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites.

4.b. Emergency Purchase for Loss of check-in Baggage

If the Insured Person's check-in baggage with the Public Transport conveyance is not delivered to him within forty-eight (48) hours after the Insured Person's arrival at the scheduled destination point of his Insured Trip, the Company will indemnify the Insured Person for the actual expenses incurred upon his arrival in respect of the emergency purchase of essential clothing and requisites.

Conditions Applicable to Section 4

1. The Insured Person must obtain written confirmation from the Public Transport conveyance or their handling agents of the reasons and the number of hours delayed.

Exclusions to Section 4

(P226) Communicable Disease Exclusion

Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

1. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 1.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 1.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms, conditions and exclusions of the policy remain the same.

(P227) General Exclusion for Cleaning Cost – Communicable Disease

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any communicable diseases.

GENERAL EXCLUSIONS

The insurance by the Master Policy excludes bodily injury, sickness, death, disability, loss, damage, liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

1. if the Insured Person is travelling against the advice of a Registered Medical Practitioner or for the purpose of obtaining medical treatment.
2. if the Insured Person commits wilful, malicious, criminal or unlawful acts.
3. any payment the Insured Person would normally have made during travels had there been no accident or claim occurred.
4. any claim whether made by the Insured Person or anyone acting on behalf of the Insured Person knowing the claim to be dishonest or exaggerated in any way. If there is any misrepresentation or omission to inform the Company of any material information at the time of making a claim, whether it is intentional or not, the Company shall not be liable under the Master Policy.
5. any claim caused by or arising from delay, confiscation, detention, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or Customs or local authority.
6. pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
7. War and Terrorism
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b) any act of terrorism including but not limited to
 - the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.
8. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - e) any chemical, biological, bio-chemical, or electromagnetic weapon.
9. Political Risks Exclusion
 - (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
 - (b) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person, provided that the Company is not relieved of any liability to You in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by the Master Policy.
 - (c) the destruction of property by order of any public authority.
10. Date Recognition Exclusion
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;
 - (b) media or systems used in connection with any of the foregoing; whether your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time;
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

11. Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within the Master Policy or any endorsement thereto the Master Policy excludes any:
 - 1.1. Cyber Loss;
 - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Master Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

12. Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

If the Company alleges that by reason of these General Exclusions, any loss, damage, cost or expense is not covered by the Master Policy the burden of proving the contrary shall be upon the Insured Person.

GENERAL CONDITIONS

1. This Summary, the Schedule and any Endorsements subsequently issued shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Master Policy, or the Summary or of the Schedule shall bear such specific meaning whenever it may appear.
2. The Insured Person must give written notice to the Company of any event giving rise or likely to give rise to a claim under the Master Policy as soon as possible but must be within thirty (30) days of the happening of such an event. All certificates, information and evidence, including receipts evidencing that the fares or tickets or packaged tour cost was purchased or paid with the Eligible Credit Card, in such form and of such nature and within such time as the Company

may reasonably require shall be furnished without expense to the Company. The Company shall be entitled in the case of non-fatal injury to call for examination by a medical referee appointed by the Company whenever required by the Company and in the event of death to have a post-mortem examination.

3. The Company and the Policyholder may cancel the Master Policy by giving one (1) month notice by registered post to the other party at the last known address and in such event, subject to the Premium Adjustment Clause, the premium shall be adjusted on a pro rata basis for the unexpired part of the Period of Insurance. The termination of the Master Policy shall be without prejudice to any claims occasioned during the Period of Insurance, and before the effective date of such termination.
4. If any loss or damage covered under the Master Policy is also covered by any other insurance (except for Section 1), the Company shall not be liable under the Master Policy except for any excess beyond the amount payable under such other insurance.
5. Coverage of any one Insured Person shall terminate forthwith on the earliest of the following events :
 - (a) the termination of the Master Policy by the Company or the Policyholder;
 - (b) when the Insured Cardholder ceases to be an Eligible Credit Card holder as determined and certified by the Policyholder;
 - (c) the death of the Insured Person; or
 - (d) when the Insured Person sustains disablements as listed under Section 1 and indemnity payable reaches one hundred percent (100%) of the Principal Sum stated in the Benefits Table.
6. The Company shall not accept any notice of trust, charge or assignment relating to the Benefits of the Master Policy. Upon receipt of the Benefits by the Insured Person or his legal personal representative, the Company shall deem to have discharged its liability under the Master Policy.
7. The due observance and fulfilment of the terms and conditions of the Master Policy in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Company to make any payment under the Master Policy.
8. Within one (1) month from the expiry of the Master Policy or of any renewal thereof the Policyholder shall as the premium be adjustable furnish a statement of the total number of the Insured Cardholders eligible for Benefits under the Master Policy (supplementary card holder will be treated as a separate card holder) as the Company may require for the purpose of computing any premium which may be due from the Policyholder, subject always to the stipulated minimum premium shown in the Schedule.
9. If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under the Master Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon the Master Policy that an arbitration award shall be first obtained.

If the Dispute shall not within twelve (12) months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. The Master Policy shall be governed by and interpreted in accordance with the laws of Hong Kong.
11. Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

Appendix: Travel Worldwide Assistance Services Terms and Conditions

Travel Worldwide Assistance Services are arranged through the Service Provider by MSIG Insurance (Hong Kong) Limited to assist the Member in an emergency during his/her journey.

SECTION 1 - DEFINITIONS

The Company :

Shall mean MSIG Insurance (Hong Kong) Limited.

Assistance Event :

Shall mean any event or occurrence with respect to the Member who is entitled to receive Assistance pursuant to these terms and conditions, occurring within the Territorial Limits set in Section 2 Item 2.2 and subject to Exclusions listed in Section 6.

Bodily Injury :

Shall mean any Bodily Injury caused solely and directly by accidental external violent and visible means occurring during the period of insurance covered by the Master Policy of the Company.

Dollar :

Shall mean the lawful currency of Hong Kong.

Emergency :

Shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

Illness :

Shall mean any unforeseen sickness, illness or disease first manifested during the period of insurance covered by the Master Policy of the Company.

Country of Residence :

Shall mean Hong Kong Special Administrative Region.

The Member :

Shall mean any person duly covered by the Master Policy of the Company.

The Service Provider :

Shall mean the provider for emergency assistance services appointed by the Company.

Serious Medical Condition :

Shall mean a condition which in the opinion of the Service Provider constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Member's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

Covered Period:

Shall mean the duration of Insured Trip up to a period of sixty (60) days beginning on the commencement date of the Insured Trip.

Insured Cardholder :

Shall mean the person who holds a valid principal or supplementary Fubon Visa Infinite Credit Card issued by the Policyholder.

Insured Persons :

Shall mean the Insured Cardholder. All Insured persons must be Hong Kong resident.

Policyholder :

Shall mean Fubon Bank (Hong Kong) Limited.

SECTION 2 - DURATION OF COVER AND LIMITATIONS

2.1 DURATION OF COVER

The benefits mentioned in Section 3 are granted during the period of insurance of the Master Policy, subject to the Covered Period.

2.2 TERRITORIAL LIMITS

The benefits mentioned in Section 3 apply worldwide outside Country of Residence.

2.3 LIMITATION PERIOD

Every assistance case in respect of a covered event shall be absolutely barred unless commenced within two years from the date of occurrence of such event.

SECTION 3 - EMERGENCY ASSISTANCE SERVICE AND BENEFITS

3.1 MEDICAL EVACUATION

Should the Member suffers from Bodily Injury or sudden Illness and in a Serious Medical Condition, the Service Provider will, on behalf of the Company, arrange and pay for:

- The transfer of the Member into one of the nearest hospitals and,
- If necessary, on medical grounds
- i) The transfer of the Member with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or sudden Illness, or
- ii) The direct repatriation, including road ambulance transfers to and from the airports, of the Member with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his/her Country of Residence, if his/her medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.

The Service Provider retains the absolute right to decide the place to which the Member shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Service Provider is aware at the relevant time.

3.2 REPATRIATION OF MORTAL REMAINS/ASHES

Upon the death of the Member caused by Bodily Injury or sudden Illness, provided such death occurs within thirty (30) days from the date of Bodily Injury or sudden Illness, the Service Provider will, on behalf of the Company, make all the necessary arrangements for the repatriation of the Member's body or ashes to the Country of Residence.

The maximum amount payable under Section 3.1 and 3.2 is HK\$2,000,000.

SECTION 4 - GENERAL OBLIGATIONS /PROCEDURES

4.1 REQUEST FOR ASSISTANCE

In case of an Emergency, and prior to taking personal action where reasonable, the Member or his/her representative shall call the Service Provider's Alarm Centre whose contact number is listed below:

HONG KONG : (852) 3122 6899

and should be stated :

- His/Her name, the certificate number, name of the insurance company and his/her I.D. Card or passport number, and
 - The name of the place and the telephone number where the Service Provider can reach the Member or his/her representative, and
 - A brief description of the accident and the nature of help required.
- The cost of long distance calls shall be borne by the Member.

4.2 FAILURE TO NOTIFY THE SERVICE PROVIDER

- In a life threatening situation, the Member or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then call the Service Provider's Alarm Centre to provide the appropriate information as soon as possible.
- In the event of Bodily Injury or sudden Illness resulting in the hospitalization of the Member prior to notify the Service Provider, the Member or his/her representative, where possible, shall contact the Service Provider within three days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, The Company may hold the Member responsible.

In the event of repatriation, in order to facilitate prompt response:

The Member or his/her representative shall provide :

- i) The name, address and telephone number of the hospital or other medical facility where the Member has been taken, and,
- ii) The name, address and phone number of the attending physician and, if necessary, the Member's family doctor.

The Service Provider's medical team or other representatives shall have free access to the Member in order to assess the Member's condition. Without reasonable justification for denial of such an access, the Member will not be eligible for further medical assistance.

On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation.

In the event of repatriation of the Member by the Service Provider, the Member shall deliver the unused portion of his ticket, or the value thereof, to the Company to offset the cost of such repatriation.

The Member or any party will not be entitled to be reimbursed any expenses without obtaining a prior approval from the Company.

Appendix: Travel Worldwide Assistance Services Terms and Conditions

SECTION 5 - OBLIGATIONS OF THE MEMBER

5.1 MITIGATION

The Member shall be obliged to use reasonable efforts to mitigate the effects of an emergency.

5.2 COOPERATION WITH THE SERVICE PROVIDER

The Member shall cooperate with the Service Provider to enable the Service Provider to get all documents and receipts from the relevant sources and assisting the Service Provider at his/her expenses in complying with necessary formalities.

5.3 LIMITATION ON CLAIMS

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

5.4 SUBROGATION

In the event that the Company makes any payment in connection with the provision of assistance to the Member, the Company shall be subrogated to the rights of such Member to obtain payments from :

- i) Any third party found legally responsible for the assistance, up to the amount of such payment made by the Company, and
- ii) Any other insurance or assistance plan which provides compensation to the assistance events.

SECTION 6 - EXCLUSIONS

The provision of the benefits mentioned under Sections 3. is subject to General Exclusions and exclusions applicable to Sections 1 and 2 of the Master Policy. For details, please refer to the Master Policy itself.

SECTION 7 - JURISDICTION

The terms and conditions of Travel Worldwide Assistance Services are subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and are to be construed according to the laws of the Hong Kong Special Administrative Region.

DISCLAIMER :

The Service Provider and the professionals to whom the Members are referred by the Service Provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the Service Provider and these professionals such as, and not limited to, physicians, hospitals and clinics.