



Liberty International Insurance Limited
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PLATINUM CHINA MEDICAL CARD INSURANCE POLICY 「尊尚中國醫療咭」保險單

Thank you for insuring with Liberty

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



Liberty
Insurance™

SPECIMEN



Personal Information Collection Statement (PICS)

Liberty International Insurance Limited (referred to hereinafter as the “Company”) recognizes its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (the “Ordinance”).

Purpose

The personal data of customers (including but not limited to policy owners, insureds and beneficiaries) collected or held by the Company may be used, stored, processed, transferred or disclosed or shared for the following obligatory purposes :-

1. Processing and determining insurance applications, insurance claims and providing ongoing insurance services;
2. Processing requests for payment and for direct debit authorization;
3. Managing, investigating and analyzing any claim, action and/or proceedings brought against the customers, and to exercise the Company’s rights as more particularly defined in applicable policy wording, including but not limited to subrogation rights;
4. Compiling statistics or using for accounting purposes;
5. Conducting research, insurance surveys and analysis for the purpose of product design and development;
6. Meeting disclosure requirements of any local or foreign law, regulations, codes or guidelines binding on the Company, its parent and affiliated companies (“Liberty Mutual Group of Companies”)
7. Complying with the legitimate requests or orders of the courts of Hong Kong Special Administrative Region and regulators including but not limited to the Insurance Authority, Hong Kong Federation of Insurers, auditors, governmental bodies and governmental-related establishments binding the Liberty Mutual Group of Companies;
8. Enabling an actual or proposed assignee of the Company to evaluate the transaction intended to be the subject of the assignment;
9. Conducting identity and/or credit checks and/or debt collection;
10. Conducting medical or health reference checks for relevant insurance products; and
11. Facilitating the Company’s authorized service providers to provide services to the Company and/or customers for the above purposes

Please note that if you do not provide us with your personal data, we may not be able to issue your policy, process claims or provide insurance products or services to you or process your request.

Direct Marketing

Certain personal data of customers collected or held by the Company, in particular, names and contact information such as telephone number, email address and postal address may be used by the Company and/or the Liberty Mutual Group of Companies to provide marketing materials and conduct direct marketing activities (including but not limited to promoting, marketing or selling of the Company, Liberty Mutual Group of Companies or co-branded insurance or financial or investment related products or services by electronic or other means) in relation to insurance and/or financial products and services of the Company, the Liberty Mutual Group of Companies and/or other financial services providers.

In the absence of any “opt-out” request from the customer, the Company shall treat the application and continuation of his/her policy(ies) held with the Company as an indication of no objection to the Company’s use of such personal data for this voluntary marketing purpose.

Transfer of personal data

Your personal data held by the Company will be kept confidential but may be shared with the following parties, within or outside of Hong Kong :-

1. Any Liberty Mutual Group of Companies, or any other company carrying on insurance or reinsurance related business, or an intermediary;
2. Any agent, contractor, banker or third party service provider who provides administrative, telecommunications, computer, payment, banking or other services to the Company in connection with the operation of its business;
3. Third party service providers including legal advisors, investigators, loss adjusters, reinsurers, medical and rehabilitation consultants, emergency assistance companies, medical doctor panel groups, medical advisory consultants, surveyors, specialists, repairers, accountants and data processors;
4. Credit reference agencies, and in the event of default, any debt collection agencies or companies carrying on claim or investigation services;
5. Any person to whom the Company is under an obligation to make disclosure under the requirements of any law binding on the Company or any of its associated companies for the purposes of any regulations, codes or guidelines issued by governmental, regulatory or other authorities with which the Company or any of its associated companies are expected to comply;
6. Any person pursuant to any order of a court of competent jurisdiction;
7. Any actual or proposed assignee of the Liberty Mutual Group of Companies or transferee of the Liberty Mutual Group of Companies’ rights in respect of the policy owners;
8. Companies within the Liberty Mutual Group of Companies;
9. Providers of risk intelligence for the purpose of customer due diligence or anti-money laundering screening;
10. Other banking/financial institutions, commercial or charitable organizations with whom the Company maintains business referral or other arrangements for marketing communication if “no objection” is provided; and
11. Third party marketing service providers and insurance intermediaries for marketing communication if “no objection” is provided.

Access and correction of personal data

According to the Ordinance, all policyholders have the right to of access to, correct and/or change any of their own personal data held by the Company by contacting the Company’s Personal Data Privacy Officer at:

Liberty International Insurance Limited, 13/F Berkshire House, 25 Westlands Road, Quarry Bay, Hong Kong

In accordance with the Ordinance, a reasonable fee may be charged by the Company for the processing of any data access request.



The Policy

The Platinum China Medical Card Insurance Proposal Form and/or declaration signed by the Insured together with any information supplied by or on behalf of the Insured will be the basis of this Policy. In consideration of the payment of the premium specified in the Schedule, We undertake and agree, subject to the terms, Exclusions and Conditions specified in the Policy, to cover the Insured to the extent and in the manner stated in the Sections specified to be operative in the Schedule occurring during the Period of Insurance.

The Platinum China Medical Card Insurance Policy is an insurance contract between Liberty International Insurance Limited and the Insured. The contract is evidenced by this document with the Schedule attached.

General Definitions

Whenever these words are used, this is what they mean unless specific meanings have been attached in any part of this policy or of the Schedule: "You", "Your" or "The Insured" means any one of the Insured Persons named in the Schedule of this policy.

"We", "Us" or "Our" means Liberty International Insurance Limited

"Hospital" means a lawfully operating institution which has 24 hours a day nursing services by registered graduate nurses, one or more Medical Practitioners available at all times and organized facilities for diagnosis and major surgery, and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged for similar establishment.

"Accident" means a sudden and unforeseen event occurring entirely beyond Your control and caused by violent, external and visible means.

"Illness" means illness or disease contracted and commencing during the insured Journey in China.

"Pre-existing Condition" means any illness, disease or physical condition which at any time within ninety (90) days prior to the Period of Insurance (i) presents signs or symptoms which would have caused an ordinary prudent person to be aware and to seek diagnosis or treatment; (ii) require actual treatment or was the subject of a recommendation for treatment by Medical Practitioner.

"Bodily Injury" means an injury arising from an Accident as defined herein which solely and independently of any other case (i) results in death within twelve (12) calendar months from the date of the Accident; or (ii) necessitates medical and or surgical treatment.

"Medical Practitioner" means a medical doctor qualified by degree who is legally licensed and duly qualified to practice as a doctor in the geographical area of his/her practice.

"Appointed Hospital" Any hospital listed in the GlobalMED China Card Appointed Hospital List provided by us.

"Family Member" Your or the insured person's spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister or grandchild.

"Period of Insurance" means

- Section I Worldwide Cover
- Section I China Cover and Other Sections

The period stated in the schedule.

Your Journey will commence from the time You leave place of residence or place of regular employment in Hong Kong SAR and travel directly to the immigration counter, in any case within three (3) hours before Your scheduled departure time of the carrier in which You have arranged to travel; and terminate on whichever of the following occurs first:

- a) Your return directly to Home or place of regular employment in Hong Kong SAR,
- b) three (3) hours after Your actual arrival time of the carrier;
- c) the expiration of a hundred (100) days period starting from the date of such particular journey commenced.

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

"Macau SAR" means the Macau Special Administrative Region of the People's Republic of China.

"China" means the territorial limit of the People's Republic of China but excluding Hong Kong SAR and Macau SAR.



Cover

Death

We will pay the sum insured stated in the Schedule in respect of death as a direct result of an Accident during the Period of Insurance occurring within 12 months of its happening.

Permanent Total Disablement

We will pay up to the amount stated in the Scale of Benefits if You are injured during the Period of Insurance and within 12 months of its happening the Injury is the sole cause of the disablement.

Scale of Benefits

Benefits	% of Compensation of the Sum Insured
1. Permanent Total Disablement	100
2. Total Paralysis	100
3. Total and permanent loss of	
a. sight in one or both eyes	100
b. lens in one eye	50
4. Total loss by physical severance or by total and permanent loss of use of	
a. one or two limbs	100
b. one or both hands	100
c. arm at or above the wrist	100
d. leg at or above ankle	100
5. Total loss by physical severance or by total and permanent loss of use of	
a. thumb and four fingers of one hand	75
b. four fingers	50
c. thumb	
- both phalanges	30
- one phalanx	15
d. index finger	
- three phalanges	15
- two phalanges	10
- one phalanx	5
e. middle finger	
- three phalanges	10
- two phalanges	5
- one phalanx	3
f. ring finger	
- three phalanges	7
- two phalanges	5
- one phalanx	2
g. little finger	
- three phalanges	5
- two phalanges	3
- one phalanx	2
h. metacarpals	
- first or second (additional)	3
- third, fourth or fifth (additional)	2
I. all toes of one foot	20
J. great toes	
- both phalanges	10
- one phalanx	5
k. any one toe	3
l. shortening of leg at least 5cm	10
6. Total and permanent loss of	
a. hearing in both ears	80
b. hearing in one ear	20
c. speech	60

The complete and irrecoverable loss of use of any part of body specified above shall be deemed to be loss of such part. In the event of permanent disablement by physical severance or loss of use not specified above, the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured Person.

Limitations

1. The aggregate total percentages payable with respect to any one accident per Insured Person shall not exceed 100% of the sum insured.
2. In the event that 100% of the sum insured be paid under this Section, this Policy shall then immediately cease to be in force. No premium for the unexpired period will be refunded.
3. For all other loss paid which are less than 100%, the sum insured shall be reduced by the amount paid from the date of the Accident until the expiration of the Policy.
4. We will only pay benefit for death or Permanent Total Disablement in respect of any one Accident occurs within the Territorial Limit.

Section II – Medical Expenses, Evacuation, Repatriation and Related Expenses

Cover

In the event that You suffer from Bodily Injury or Illness during the Period of Insurance requiring medical, surgical, hospital treatment and/or dental treatment (as a result of an Accident only) within the Territorial Limit:

1. **Medical Expenses**
We will reimburse the actual medically necessary expenses to You. In addition, We will also pay for, up to the sub-limit as stated in the Table of Benefits, expenses of medical treatment within ninety (90) days of Your return to Hong Kong SAR for the continuation of medical treatment sought by You, as a result of Bodily Injury or Illness sustained within the Territorial Limit during the Period of Insurance. No Follow-up Medical Expenses shall be provided if You return to Hong Kong SAR after twelve (12) consecutive months from the first day of the aforementioned Bodily Injury or Illness was sustained.
2. **Compassionate Transfer**
When You are discharged from an Appointed Hospital in China, we will arrange and pay an ambulance to transport You to the point of railway, ferry harbour or airport subject to the limits shown in the Table of Benefits.
3. **Compassionate Visit**
We will pay for one (1) economy class return airfare and necessary and reasonable accommodation expenses for a Family Member or friend to travel over to be with and/or take care of You when You and being admitted to a Hospital for over seven (7) consecutive days in China, provided prior approval has been granted by Us.
4. **Emergency Medical Evacuation**
We will, at Our discretion, pay for the actual cost of transport to the nearest Hospital or accredited medical centre if local medical services are inadequate or not available and Your medical conditions warrants emergency evacuation or repatriation to another place.
5. **Repatriation of Mortal Remains**
We will pay for the reasonable charges for burial or cremation in the locality where death occurs or the reasonable cost of transport of body or ashes to Hong Kong SAR, if your medical condition results in death.
6. **Return of Unattended Children**
We will pay for a one-way economy class airfare or any reasonable transportation means (on economy class basis only) for returning Your accompanied dependent child(ren) aged at or under seventeen (17) years back to Hong Kong SAR who are left unattended as a result of Your death or serious Bodily Injury or Illness. If necessary, We will also pay for a qualified attendant to accompany the unattended child(ren) on the return journey. The maximum amount We will pay is shown in the Table of Benefits.
7. **Hospital Admission Guarantee**
We will guarantee medical expenses incurred during Your hospitalization in Appointed Hospital up to the maximum benefit of Section II (1). Such guarantee will be HK\$39,000 in respect of Your hospitalization in any hospital other than Appointed Hospital. Such medical expenses are to be borne by You unless otherwise covered by this Policy.

Provisos

1. We will not pay in aggregate more than 100% of the Maximum Benefits under this Section as stated in the Table of Benefits.
2. You should settle any medical expenses that is not payable or not covered by this Policy or any amount in excess of the Maximum Benefits under this Section within 14 days after the written notification from Us. The credit facility will be suspended if You fail to reimburse Us within the specified time limit. Then, You have to return all GlobalMED China Card(s) to Us and will remain liable to Us for any outstanding payment in arrears.

Exclusions

We will not pay for:

1. surgical or medical treatment which, in the opinion of the Medical Practitioner treating You, can be reasonably delayed until You return to Hong Kong SAR.
2. cosmetic surgery, refractive errors of eyes or hearing-aids, except as a result of Bodily Injury during the Period of Insurance.
3. any loss, medical expenses, evacuation, repatriation and other related expenses arising from any travel contrary to the advice of a Medical Practitioner or for the purpose of receiving medical or surgical treatment.
4. dental care and treatment, except as necessitated following Bodily Injury during the Period of Insurance.
5. surgical or medical treatment which is not substantiated by a written report of a Medical Practitioner.
6. surgical or medical treatment for Pre-existing Conditions or its complications or any condition which medical treatment or advice has been received prior to the commencement of the Journey overseas.
7. the additional cost of single or private room accommodation at a Hospital, clinic or nursing home, except where the Medical Practitioner treating You deems it necessary for You to occupy such accommodation; non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipment.
8. evacuation or repatriation service when You are located in areas which represent war risks or political conditions such as to make the provision of services under this Section impossible or reasonably impracticable.
9. evacuation, repatriation or other costs when it is not approved in advance and in writing and/or not arranged by Us. This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where Our Emergency Assistance cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to Your well-being.

Section III – Personal Liability

Cover

We will indemnify You if, as a result of Your negligent act or omission, You become legally liable to compensate a third party for

- (1) bodily Injury to a third party and/or
- (2) damage to property of a third party,

occurring during the Period of Insurance.

We will pay up to the Maximum Benefits as stated in the Table of Benefits inclusive of costs agreed by Us in writing.

Proviso

You must not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without Our written approval.

Exclusions

We will not cover any claims arising directly or indirectly from:

1. loss of or damage to property or death or injury to any person who is Your Family Member or employee.
2. loss of or damage to property belonging to or held in trust or in the custody of You, Your Family Member or employer.
3. Your wilful, malicious, unlawful or criminal acts.
4. contractual liability.



5. undertaking of trade, business or profession.
6. Your ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals.
7. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
8. any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.
9. discharge, dispersal, release or escape of pollutants, however, We shall cover liability arising from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, and is indemnified in not more than one (1) annual period of original insurance. For the purpose of this exclusion, "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste, waste includes material to be recycled, reconditioned or reclaimed.
10. in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

Section IV - 24 Hours Emergency Assistance Service

We have arranged a 24-hour worldwide assistance hotline providing the following services to assist You in case of emergency within China following an Accident, Illness or serious loss

1. Telephone Medical Advice
2. Medical Service Provider Referral
3. Arrangement of Hospital Admission
4. Monitoring of Medical Condition during Hospitalisation
5. Arrangement of Emergency Medical Evacuation
6. Arrangement of Emergency Medical Repatriation
7. Arrangement of Transportation of Mortal Remains
8. Arrangement of Compassionate Visit
9. Arrangement of Accommodation

The following services are also available before and during your Journey

1. Inoculation and Visa Requirement Information
2. Interpreter Referral
3. Lost Luggage Assistance
4. Lost Passport Assistance
5. Legal Referral
6. Embassy Referral

Simply make a call to our 24-hour Emergency Hotline: **(852) 2164 9898**

General Exclusions

We will not provide cover

1. in respect of travel by You traveling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment.
2. any loss or liability directly or indirectly arising from or as a result of or in connection with:
 - a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not) insurrection, rebellion, revolution, civil war, usurped power or action taken by government authorities in hindering, combating or defending against such an occurrence; destruction under quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade.
 - b. ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - c. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
 - d. suicide or attempt suicide, self-inflicted injury, insanity, venereal disease, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex), pregnancy, miscarriage, childbirth, abortion, abortion, pre-natal care as well as post-natal care and other complications arising therefrom, the use of alcohol or drugs other than those prescribed by a registered physician, visual or dental treatment not occasioned by an external Accident.
 - e. any pre-existing condition, congenital and hereditary condition.
 - f. any illegal or unlawful act by You or confiscation, detention, destruction by customs or other authorities.
 - g. Your not taking all reasonable efforts to safeguard Your property/money, or to avoid injury to minimize any claim under this insurance.



- h. Your engaging in a sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport.
 - i. Your engaging in motor rallies or any kind of race (other than on foot) or trial of speed or reliability.
 - j. any home leave while You are hospitalized as an in-patient.
 - k. Your engaging in aviation other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft.
 - l. engaging in any kind of labour work; offshore activities such as 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.
3. any expenses that can be compensated from any other sources except for Section I.

Terrorism Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy shall exclude Terrorism but only as the sole result of the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Exclusion:

1. Terrorism means an act of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).
2. Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
3. Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
4. Utilization of Biological weapon of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

If We allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

IT Clarification Clause

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

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

Consequently the following are excluded from this Policy:

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

War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense 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) war, invasion, acts or foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion,

- (2) revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or any act of terrorism.

For the purpose of this endorsement 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Terrorism Exclusion Clause For Contamination And Explosives

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination
- b) missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement 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.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

General Conditions

1. We will not cover You if You are aged under eighteen (18) or has reached the age of seventy-one (71) at the time of the occurrence of the loss, Injury or Sickness.
2. Our liability will be conditional on Your complying with the terms, Exclusions and Conditions of this Policy.
3. You will act in a prudent manner and exercise reasonable care and steps to prevent Accidents, Bodily Injury, Illness, loss or damage.
4. You must advise Us in writing as soon as You are aware of any change in Your employment, occupation, duties or pursuits or any other change that may increase the possibility of a claim under this Policy. You may be required to pay Us additional premium.
5. If any claims are fraudulent or intentionally exaggerated or if any false declaration or statement will be made then this Policy will be void and no claim will be payable.
6. We will be entitled to take over and conduct the defense or settlement of any third party claim at Our discretion. We will also be entitled to use Your name to enforce recovery right against any other person whether before or after indemnification is received under this Policy.
7. If the Period of Insurance under this Policy expires during the currency of an insured Journey and the Policy is not renewed or extended by Us, then all cover ceases at mid-night at the local time where You are located on the last day of the Period of Insurance as shown in the Schedule.
8. Unless otherwise agreed by Us, the insured Journey must commence in Hong Kong SAR.



9. The maximum period of single trip cannot exceed one hundred (100) consecutive days except Section I Worldwide Cover and a continuous treatment under Section II that commences within one hundred (100) consecutive days of the Period of Insurance. This Policy is only valid for conventional leisure travel or business travel (involving non-manual work only). The Policy shall not apply if You undertake expeditions, treks or similar journey.
10. We may cancel this Policy by giving fourteen (14) days' of notice in writing to Your last known address and in such event, You shall be entitled to a refund of a proportionate part of the premium corresponding to the unexpired portion of the policy period. You may cancel this Policy by writing to Us. We will then refund the unexpired portion of the premium on a pro-rata basis subject to a minimum charge of HK\$200 and provided that no claim has been made during the policy period. Upon cancellation, You should return the GlobalMED China Card to Us, otherwise there is no refund of premium.
11. This policy shall be governed by and interpreted in accordance with the laws of Hong Kong SAR and subject to the exclusive jurisdiction of the Hong Kong courts.
12. All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. 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 expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If We shall disclaim liability to You for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
13. Claims Procedures
 - a. You or Your legal personal representative must give Us written notice of any event giving rise to likely to give rise a claim under this Policy as soon as possible but in any case within sixty (60) days of the date of incident causing such loss under Section I or thirty (30) days of the date of the incident causing such loss in other sections. Failure to do so may result in Your claims not being admitted.
 - b. You will furnish Us at Your cost with all such particulars and evidence, documentary or otherwise and will do all such things as We may require.
 - c. We will be entitled in the case of Bodily Injury claim to call for examination by a medical referee appointed by Us whenever required and in the event of death to have a post-mortem examination at Our expense.
 - d. Indemnity for death is payable to Your estate. All other indemnities are payable to You except under the Section II(3) – Emergency Medical Evacuation and Section II(4) - Repatriation of Mortal Remains where the benefits will be paid based on actual cost directly to the provider of service.
 - e. Documents required for claims substantiation are as follows:
 - i. Personal Accident -certificate issued by a Medical Practitioner certifying the degree or severity of disability, police report (where applicable). For Accidental Death - Death Certificate, coroner's report. In the case of a disappearance, presumption of death as proclaimed by a court or documents proving the disappearance of the body for one (1) year due to sinking or wrecking of the transportation means, documents in support of the funeral expenses.
 - ii. Medical Expenses - diagnosis and treatment, including Your name, diagnosis and date of diagnosis certified by Medical Practitioner, and receipt, original hospital bill with itemized list/receipts issued by a clinic or hospital (where applicable).
 - iii. Personal Liability - statement of circumstances of the incident or event, all associated documentation received in connection with the incident or event including copies of any summons, all court documents, solicitors and other legal correspondence.