

ANNUAL TRAVEL INSURANCE POLICY

(effective April 1, 2009)

Whereas the Policyholder named in the Schedule of Benefits hereof has proposed on his behalf and on behalf of all persons listed on the Application for the insurance specified in this Policy and for benefits contingent thereon in the Schedule of Benefits then the Company agrees to accept the Application therefore and accepts the risks of the insurance specified in this Policy.

TERMS AND CONDITIONS APPLYING TO ALL SECTIONS

1. The due observance and fulfillment of the terms, conditions, exclusions and endorsements of this Policy by the Insured Person and claimant insofar as they relate to anything to be done or complied with them, and the truth of the statements and details in every application form and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.
2. In this Policy where the context admits, words importing the singular shall include the plural and vice versa and words importing the masculine or neuter gender shall each include the feminine, masculine and neuter genders.
3. This Policy shall be governed and construed in accordance with the laws of Samoa and any dispute or difference that arises under this Policy shall be settled in accordance with the laws of Samoa.
4. If the Company disclaims liability for any claim hereunder and such claim is not referred to arbitration within 6 calendar months from the date of such disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
5. The Policy does not cover losses arising from:-
 - 5.1 Pre-existing illness or injury, congenital conditions or birth defects.
 - 5.2 The following Disabilities whether occurring prior to the effective date of the Policy or during the Period of Insurance: hemorrhoids, hernia, diseased tonsils requiring surgery, pathological abnormalities of nasal septum or turbinate, hyperthyroidism, cataracts, sinus conditions requiring surgery, endometriosis, tuberculosis, anal fistulae, cholecystitis, calculi of all kinds, urethra or bladder abnormalities or disease, hypertension or cardiovascular diseases, cerebrovascular accident / transient ischemic attack (except insured persons below age 65), gastric or duodenal ulcer, hallux valgus, all forms of tumors or cancer, malignancies, disorders of blood or bone marrow, diabetes mellitus and HIV (human immunodeficiency virus) and HIV related illness including AIDS (Acquired Immunity Deficiency Syndrome) and AIDS related conditions.
 - 5.3 War (declared or undeclared), invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, civil disorders, riots, rebellion, revolution, insurrection, military or usurped power, performance of duties as a member of armed forces of any country.
 - 5.4 Suicide, attempted suicide or intentional self-inflicted bodily injuries, psychiatric and mental disorders, insanity, abortion, miscarriage, child-birth, venereal disease, the use of alcohol, drugs or solvents other than those prescribed by a qualified registered physician; dental treatment unless resulting from accidental bodily injury to sound and natural teeth.
 - 5.5 Nuclear fission, nuclear fusion or radioactive contamination.
 - 5.6 Accidents whilst engaging in (including any practice or conditioning program for) any sports or games in a professional or amateur capacity or organized contact sports, racing (other than on foot), motor rallies and competitions, rock or mountain climbing normally involving the use of ropes or other equipment, potholing, skydiving, hang gliding, parachuting, hunting on horseback, entering/descending or flying in any aircraft other than a properly licensed aircraft operated by a recognized airline in which the Insured Person is travelling as a fare-paying passenger, engaging in any kind of manual labour work either in business or leisure or hazardous work engaging in offshore activities including but not limited to commercial diving, oil well drilling, mining, handling of explosives, construction site working, stunt works and aerial photography.
 - 5.7 Trekking at an altitude limit greater than 5,000 meters above sea level or scuba diving to a depth greater than 20 meters below sea level.
 - 5.8 Death or Injury or other direct or indirect related costs caused by or contributed to or arising from the failure or inability at any time of any computer, electronic equipment, data processing equipment or media, microchip, embedded chip, integrated circuit or similar device or any computer software, whether the property of the Insured Person or not, to recognize correctly or treat any date as its true calendar date and/or capture save retain process manipulate or interpret correctly any data information command or instruction as a result of its failing to treat any calendar date as its true date or the operation of any programmed command which by reason of a failure or inability to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data at any time.
 - 5.9 Losses which are indirect and consequential in nature.
6. This Policy is only valid for leisure travel or business travel (limited to administrative and non-manual works only).
7. In the event of any alteration in the details of Policyholder or Insured Person, the Policyholder shall give written notice to the Company within 30 days from the date of alteration.
8. A coverage card shall be issued to each Insured Person and shall specify the policy effective date. The card shall confirm cover under this Policy of the relevant Insured Person to whom it is issued and shall remain valid for as long as premiums payable under this Policy are paid.

9. The Company may cancel this Policy by giving 7 days' notice by registered letter to the Policyholder at his last known address and in such event will refund to the Policyholder the premium less the pro-rata portion thereof for the period the Policy has been in force. This Policy may be cancelled at any time by the Policyholder on 7 days' notice by a registered letter to the Company. Provided that no claim has arisen during the current Period of Insurance and the current Policy and coverage card have been returned to the Company on or before the date of cancellation, the Policyholder shall be entitled to a refund of premium paid less an amount calculated at the Company's Short Period Rate for the period the Policy has been in force.
10. Any renewal of this Policy shall be at the option of the Company.
11. In the event of any payment made under this Policy, the Company shall be subrogated to all the Insured Person's right of recovery and indemnity against any third party and any amount so recovered shall belong to the Company.
12. There is no direct billing in respect of medical expenses provided under this Policy unless the expenses are expected to exceed US\$2,500 and that the arrangement is coordinated by the Company or its designated assistance company.
13. The Policyholder and the relevant Insured Person shall be jointly liable for the costs of any medical and emergency services utilized by the Insured Person that is not covered under this Policy, or exceeds the maximum coverage set out in the Schedule of Benefits.
14. The Company and its service provider(s) cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company and its service provider(s) rendering such services.
15. The coverage for all sections except "Cancellation Charges" commences on the date and time of departure from the international departure point of the Country of Residence specified in the Schedule of Benefits and ceases on return to the Country of Residence at the international arrival area or at midnight on the last day of the Period of Insurance, whichever is the earlier. As for coverage under the "Cancellation Charges" section, the insurance commences 14 days before the scheduled commencement date and ceases on the scheduled commencement date of travel.
16. The maximum number of days per trip under this Policy shall be 90 consecutive calendar days.
17. The age limit for person(s) insured under this Policy is from a minimum of 6 weeks up to a maximum age of 75 years. All children under the age of 7 years must be accompanied by an adult who is also insured under the same Policy. No benefit will be provided once the Insured Person reaches the age of 76.
18. The Company's maximum liability for each Insured Person in any one accident of claim shall not exceed the maximum limit for each section stated in the Schedule of Benefits. The Insured Person shall be liable and undertake to reimburse the Company for any amount the Company has paid in excess of the maximum limit.
19. Failure by the Insured Person to comply with the Claims Procedure or to assist in claim investigation may result in denial of the claim and if any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then the Policy shall be void and no claim shall be payable.
20. Any difference arising between any Insured Person and the Company shall be referred to an arbitrator to be appointed by the parties to the dispute. If the parties are unable to agree on a single arbitrator, two arbitrators shall be appointed (one by each party). In the event of further disagreement, an umpire shall be selected by the arbitrators. If the differences between the parties require medical knowledge (including any questions regarding the appropriate maximum indemnity for any medical service) the arbitrators at the discretion of the Company may be a Surgeon or Physician and the umpire in such an instance, shall be a Consultant Specialist, Surgeon or Physician. Determination of an award shall be a condition precedent to any liability or right of action against the Company.

INSURING SECTION

SECTION 1: TERMS AND CONDITIONS APPLYING TO "PERSONAL ACCIDENT" BENEFIT

1. The benefits described herein shall be payable for accidental death or disablement occurring within 12 calendar months of the Accident provided always that the cause of such accidental death or disablement arises during a trip covered by this Policy.
2. The maximum limit for each Insured Person is payable as set out in the Schedule of Benefits provided always that upon any benefit under the "Personal Accident" section of this Policy becoming payable no further liability shall be attached to the Company.
3. Benefits are expressed as a percentage of the sum insured set out in the Schedule of Benefits in respect of the relevant Insured Person.

Accidental Death:	100%
Total and irrecoverable loss of sight in one or both eyes:	100%
Total loss of one or more limbs:	100%
Total and irremediable loss of use of two or more limbs:	100%
Permanent Total Disablement:	100%
Total and irremediable loss of use of one limb:	50%
4. The sum insured in respect of children under 18 years of age shall not exceed US\$20,000.

5. The maximum amount payable for any and all events arising under this section shall not exceed 100% of the sum insured set out in the Schedule of Benefits for each Insured Person.
6. In the event of the death of an Insured Person giving rise to a claim under this section, the beneficiary shall be that Insured Person's next of kin or estate according to the laws of Samoa or unless a selected beneficiary has been advised to the Company in writing.

**SECTION 2A: TERMS AND CONDITIONS APPLYING TO
"MEDICAL EXPENSES" BENEFIT**

1. The Company agrees to provide reimbursement of eligible expenditure for medical treatment arising from a covered Disability requiring emergency treatment contracted or sustained outside the Country of Residence during a trip covered under this Policy and shall include only the following expenses:-
 - a) Hospitalization, surgery, ambulance and paramedic services, diagnostic tests, consultation by registered doctors and medicines prescribed, hospital room and board which is limited to US\$300 per day if the hospital expense is on per diem basis, a daily reimbursement of all the charges inclusive of room and board and professional services is limited to US\$1,000 if no detailed breakdown of charges is provided.
 - b) Not more than US\$6,500 for eligible medical expenses defined in paragraph (1a) above arising immediately following discharge from hospital within 90 days of return to the Country of Residence.
 - c) Pregnancy complications requiring hospitalization up to the 42nd week of pregnancy but excluding all forms of delivery.

Provided that all such expenditures shall be normal, customary and reasonable in nature; be supported by a detailed breakdown of charges, original receipts and medical reports with full diagnosis provided by a Physician; and with the exception of paragraph (1b) above be incurred outside the Country of Residence.

2. This "Medical Expenses" benefit does not cover:-
 - a) Charges in respect of special or private nursing.
 - b) Cosmetic surgery, eyeglasses or hearing aids, and prescriptions therefore except as necessitated to correct a condition resulting solely from an external accidental injury occurring during a trip covered by this Policy.
 - c) Medical expenses which are payable by any other insurance or for which a third party may be liable, and to the extent that the Company may pay such expenses the Insured Person agrees to assist the Company in the recovery of such expenses.
 - d) Psychiatric, psychological, mental or nervous disorders and insanity.
 - e) Any expenses arising from surgical, mechanical or chemical methods of birth control or treatments pertaining to infertility.
 - f) Treatment or services undertaken without the recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a covered Disability.
 - g) Any medical expenses incurred 12 calendar months after the date the Disability is sustained during a trip covered by this Policy.

**SECTION 2B: TERMS AND CONDITIONS APPLYING TO
"EMERGENCY ASSISTANCE" BENEFIT**

Emergency Medical Assistance

Arrangements have been made with various designated assistance companies to provide Emergency Medical Assistance. In the event of the below-described coverage is applicable, the Insured Person or his representative may call the assistance company for assistance. Details of such arrangement shall be set out on the coverage card issued to the Insured Person.

The party making such contact will be required to identify the Insured Person's name, Policy Number, Member Number as well as the nature of the problem, location and contact person and information. After validation, the Company or its assistance company will provide services and settle bills as required by the terms and conditions of this Policy.

1. **Emergency Evacuation (Unlimited)**
When the Insured Person suffers a Serious Injury or Illness requiring immediate treatment and if adequate medical facilities are not available in the immediate vicinity, the Company will organize through its designated assistance company emergency evacuation by whatever medically necessary means to the nearest facility via the most economical form of conveyance, which is capable of providing adequate medical care.
2. **Repatriation (Unlimited)**
Following the Emergency Evacuation in paragraph (1) above and if medically necessary, the Company will arrange and pay for the repatriation of the Insured Person to the medical facility in his Country of Residence by scheduled airline flight or any other appropriate means of transportation if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to the Company. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and the Company.
3. **Hospital Expenses Guarantee**
The Company will arrange through the designated assistance company to guarantee or pay any required medical expenses arising from a covered Disability when hospital bills are expected to exceed US\$2,500.
4. **Additional Costs of Travel and Accommodation**
The Company will cover the additional costs of economy class travel to return to the Country of Residence for the Insured Person and additional costs of accommodation incurred by the Insured Person or a family member or travelling companion who is also included in this Policy, when such costs arise from a covered Disability necessitating medical treatment of an Insured Person, up to a maximum benefit of US\$5,000 for Premier Plan and US\$3,500 for Executive Plan, when required.
5. **Family Member Visit**
The Company will reimburse the costs of economy class travel and accommodation up to US\$5,000 for Premier Plan and US\$3,500 for Executive Plan for two immediate family members to join the Insured Person if he is confined in a hospital for more than 3 days or is dead abroad.

6. Return of Children

If the Insured Person's insured dependent children (age below 14) are left unattended overseas as a result of Serious Injury, Illness, or hospitalization, or death of the Insured Person, the Company will pay reasonable additional accommodation and economical class of travelling expenses for them to return to the Country of Residence up to a maximum benefit of US\$5,000 for Premier Plan and US\$3,500 for Executive Plan, as required.

7. Burial and Funeral

In the event of the death of the Insured Person, with the Company's prior approval, its designated assistance company will assist with the necessary formalities and will be responsible for the transportation charges exclusively for repatriation of the mortal remains to the Country of Residence up to a maximum benefit of US\$3,000 for Premier Plan and US\$2,000 for Executive Plan.

8. Referral Services

Upon request of the Insured Person, referral services such as legal assistance, interpreter, obtaining replacement of lost travel document or air ticket, etc, may be provided through the designated assistance company. The Company will not be liable for any fees incurred for such services.

Note: Prior approval on paragraphs (1), (2) and (3) of this section needs to be taken by the Insured Person from the Company and all arrangements must be coordinated by the Company's designated assistance company.

**SECTION 3: TERMS AND CONDITIONS APPLYING TO
"HOSPITAL CASH ALLOWANCE" BENEFIT**

The Company will pay US\$50 for each complete day as an additional payment to any reimbursement for hospitalization of an Insured Person, subject to the maximum benefit limit set out in the Schedule of Benefits.

Provided that:-

1. Such hospitalization shall be in excess of 24 hours in duration and that the medical or surgical condition requiring treatment as in-patient is covered by this Policy.
2. Documentation satisfactory to the Company is produced in support of any claim under this section of the Policy, which indicates the date, time duration and place of such hospitalization. A copy of the medical report which states the nature of the sickness or disability is also required.
3. The cause of such hospitalization is an acute one and does not arise from any Pre-Existing Conditions or Excluded Conditions.

**SECTION 4: TERMS AND CONDITIONS APPLYING TO
"BAGGAGE AND PERSONAL EFFECTS" BENEFIT**

This section of the Policy provides indemnity for loss, physical breakage or damage directly resulting from theft, robbery, burglary, Accident or mishandling by carriers occurring during a trip covered by this Policy to an Insured Person's baggage or personal property carried on the journey.

Provided that:-

1. The loss must be reported to the local police where the loss occurs, the carriers or any third parties liable within 24 hours of the occurrence.
2. The Insured Person shall observe ordinary and proper care for the safety of the property insured, including safeguard his accompanied baggage or personal property and not leave them unattended in a public place. All baggage are to be examined when received and in the event of any destruction, loss or damage coming to the notice of the Insured Person shall give IMMEDIATE notice to:-
 - a) the police in case of theft, loss or willful damage by a third party, and obtain written documentation from local police where the loss occurs.
 - b) the carriers when loss or damage has occurred in transit, and obtain a copy of the official "Baggage Irregularity Report".
3. The limit of the Company's liability is US\$250 for each item and US\$500 for each pair or set. Camera body, lenses and accessories will be treated as a set.
4. Subject to paragraph (6) of this section, the Company will by payment or at its option by replacement or repair indemnify the Insured Person against each such loss or damage provided that the maximum liability of the Company shall not exceed the limit set out in the Schedule of Benefits.
5. For claims relating to breakage or damage, the claimant shall produce the damaged property as physical evidence for the Company's inspection at the claimant's cost.
6. This "Baggage and Personal Effects" benefit does not cover:-
 - a) Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials.
 - b) Losses of cash, bank notes, negotiable instruments, bonds or securities, credit cards and other instruments of payment or documents of any kind, passports, visas, air tickets and transportation, accommodation or any other travel vouchers or coupons.
 - c) Loss of or breakage to any pager, mobile phone (including accessories), portable telecommunication equipment, computer equipment, software and related accessories.
 - d) Breakage or damage to fragile or brittle articles of every description, china, glassware, porcelains, objects d'art, set and unset precious or semiprecious gemstones, foodstuff, spectacles and sunglasses as a result of scratching.
 - e) Wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic derangement, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at the discretion of the Company.
 - f) Business merchandise or samples, including the cost of reproducing data whether recorded on tapes, cards, discs or otherwise.
 - g) Loss of any baggage that is left behind or unattended in a Public Conveyance or a public place.
 - h) Loss of or damage to baggage mailed or shipped separately.
 - i) Any property or personal belongings specifically insured elsewhere or recovered/repaid by a third party.
 - j) Loss of jewelry except by armed robbery or by theft/burglary from a hotel safety deposit box.
 - k) Damage to luggage, excepting total loss.
7. **Additional Cover for Loss of Laptop Computer**
The Company will indemnify the Insured Person against loss of laptop computer up to US\$1,000 for Premier Plan and US\$500 for Executive Plan.

**SECTION 5: TERMS AND CONDITIONS APPLYING TO
"BAGGAGE DELAY" BENEFIT**

The Company will pay up to the limit set out in the Schedule of Benefits for each Insured Person for emergency purchases of essential items of toiletries or clothing consequent upon temporary deprivation of baggage for at least 12 hours from the time of arrival at destination abroad due to delay, misdirection, or non-delivery.

Provided that:-

1. The maximum amount recoverable for any one article shall be US\$65.
2. The delay is certified by an official "Baggage Irregularity Report" from the airline or in writing by a letter from the tour operator.
3. The delay is not as a result of detention or confiscation by customs or other government officials.
4. Documentation (including original purchase bills) is produced by the Insured Person showing details of the expenditure.
5. A claim cannot be made under this section if the same loss is claimed for under section (4) of "Baggage and Personal Effects" benefit of this Policy.
6. No cover is provided after the Insured Person returns to the Country of Residence.

**SECTION 6: TERMS AND CONDITIONS APPLYING TO
"LOSS OF TRAVEL DOCUMENT" BENEFIT**

If an Insured Person loses his passport, air tickets and travel documents arising from theft, robbery, burglary and accidental loss during a trip covered by this Policy, the Company will reimburse the Insured Person for the cost of obtaining replacement of passports, air tickets and travel documents, as well as additional hotel accommodation and travel expenses reasonably incurred in effecting such replacements and for returning to the Country of Residence due to the invalidity of the original return ticket attributable to such loss, up to the limit set out in the Schedule of Benefits.

Provided that:-

1. The Company will not be liable under this section if within 24 hours or as soon as practicable after the Insured Person is aware of the loss as described above the Insured Person fails to report such loss to the police and to obtain a copy of the related police report.
2. The Company will not be liable under this section if the Insured Person contributed to his own loss by leaving passports, tickets or travel documents unattended in a public place.
3. The maximum limit per day for reimbursement on travel expenses and accommodations is US\$200 for Premier Plan and US\$150 for Executive Plan.
4. The reimbursement cost for air ticket should be limited to economy class only.

**SECTION 7: TERMS AND CONDITIONS APPLYING TO
"PERSONAL MONEY" BENEFIT**

The Company will indemnify the Insured Person against loss of personal money in the form of bank notes, cash or travellers checks arising only from theft, robbery or burglary up to the limit set out in the Schedule of Benefits.

Provided that:-

1. If the Insured Person experiences any loss of cash, bank notes or travellers checks, report should be made to the local police where the loss occurs and relevant branch of the travellers checks issuing authority within 24 hours of the loss.
2. The Company shall not be liable for loss or shortage due to error, omission, fluctuation of the rate of currency exchange, confiscation or devaluation.
3. Personal money is carried on one's person and is not placed in luggage, suitcase, trunk and the like or otherwise left without personal immediate attendance thereon.
4. The benefit is not applied to children below 18 years of age.

**SECTION 8: TERMS AND CONDITIONS APPLYING TO
"TRAVEL DELAY" BENEFIT**

In the event the Insured Person's flight or other scheduled mode of transportation is delayed during a trip covered by this Policy due to serious weather conditions, industrial action, hijack, technical or other mechanical failure of aircraft or conveyances and the cancellation or postponement thereof due to such fault is entirely beyond the control of the Insured Person:-

- A. Insured Person may claim up to US\$25 for each full 12 hours delay up to a maximum of US\$175 for Premier Plan and US\$125 for Executive Plan,
OR
- B. Up to US\$800 for Premier Plan and US\$500 for Executive Plan in respect of public transportation expenses necessarily incurred as a direct consequence of travel delay, but only if the Insured Person has to re-route his trip due to cancellation of a prior confirmed booking.

A claim can only be made under paragraph (A) or (B).

Provided that:-

1. The period of delay is in excess of 12 hours in duration, from the scheduled commencement of a trip until the trip recommences, or on the first available alternative transportation offered by the carrier.
2. The delay does not arise from the failure of the Insured Person to reconfirm the advanced booking or to check in at the scheduled time before departure.
3. Confirmed advanced booking is given prior to the commencement of an industrial action affecting the carrier.
4. Official documentation from the airline/carrier is submitted in support of any claim under this section of the Policy, which states the cause, date, time and duration of the delay, or baggage delay.
5. No cover is provided for a claim arising from a strike or industrial action existing on the scheduled commencement date of travel, or for any confiscation, or detention of any kind by government authorities.

**SECTION 9: TERMS AND CONDITIONS APPLYING TO "CURTAILMENT
OF TRIP" OR "CANCELLATION CHARGES" BENEFIT**

The Insured Person shall be indemnified against loss of all non-refundable prepaid travel arrangement deposits of every description, and in respect of any increased cost of travel in respect of the least expensive alternative mode of transport or accommodation up to the limit of US\$6,500 for Premier Plan and US\$4,500 for Executive Plan in respect of the following:-

1. Death, Serious Injury or Illness, befalling the Insured Person.
2. Death, Serious Injury or Illness, afflicting an Insured Person's Immediate Family Members, Close Business Partner, or a travel companion who is also insured under the same policy of the Insured Person.
3. Witness summons, jury service or compulsory quarantine of the Insured Person.
4. Natural disasters (earthquake, flood, hurricane, tornado, tsunami, etc.) at the planned destination.
5. Complete destruction of an Insured Person's principal residence in the Country of Residence.

Provided that:-

1. The reimbursement shall be on a pro-rata basis for the unused portion of any pre-paid travel and accommodation charges involved in such curtailed trip.
2. No benefit shall be payable in respect of expenses arising directly or indirectly out of pregnancy, childbirth, or gynecological disease or their sequelae.
3. Any such cause does not arise from medical or physical conditions or other circumstances affecting the Insured Person, or Immediate Family Members or travel companion or Close Business Partner of the Insured Person within 14 days prior to the scheduled departure date.
4. Sudden occurrence of natural disasters at the planned destination after commencement of travel covered by this Policy which prevents the Insured Person from continuing his scheduled trip.
5. Complete destruction of the Insured Person's principal residence in the Country of Residence from fire, flood, earthquake or similar natural disaster occurs after commencement of travel which requires the Insured Person's presence on the premises during the scheduled trip.

**SECTION 10: TERMS AND CONDITIONS APPLYING TO
"PERSONAL LIABILITY" BENEFIT**

The Company will indemnify the Insured Person up to a maximum limit of US\$100,000 for Premier Plan and US\$65,000 for Executive Plan inclusive of legal costs and expenses against legal liability to a third party (including such party's reasonable costs and expenses) arising from an event occurring during a trip covered by this Policy.

Provided that it is a result of:-

1. Accidental bodily injury to third party.
 2. Accidental loss or damage to third party's property.
- This "Personal Liability" benefit does not cover any liability, loss or claim (i) payable by any other insurance company or third party, or (ii) arising directly or indirectly from:-
- a. employers liability, contractual liability or liability to the Immediate Family Members of an Insured Person;
 - b. properties or animals belonging to or held in trust, in the care, custody or control of an Insured Person;
 - c. any willful, malicious, unlawful or deliberate act;
 - d. pursuit of a trade business or profession;
 - e. ownership or occupation of lands or buildings (other than occupation only of any temporary residence);
 - f. ownership, possession, hire, use or operation of motorized vehicles or aircraft or watercraft of all description;
 - g. legal costs resulting from any criminal proceedings;
 - h. insanity, the use of any drug (except as medically prescribed but excluding drug addiction), or intoxicating liquor, or the use of firearms; and
 - i. bailments, contractual licences or conveyances or real estate or personal property.

THIS INDEMNITY SHALL NOT APPLY IN RESPECT OF JUDGEMENTS WHICH ARE NOT IN THE FIRST INSTANCE DELIVERED BY OR OBTAINED FROM A COURT OF COMPETENT JURISDICTION WITHIN THE COUNTRY OF RESIDENCE.

**SECTION 11: TERMS AND CONDITIONS APPLYING TO
"OPTIONAL RENTAL CAR PROTECTION" BENEFIT**

Cover for rental car protection is only available to the Insured Person who has previously applied for Rental Car Protection in the Application and has paid the additional premium applicable to the relevant Period of Insurance.

The Company will pay up to a maximum amount of not more than US\$10,000 for damage occurs to a rental car for which the Insured Person is responsible under the relevant car rental agreement. Loss or damage to the rental car must result directly from fire, theft, collision or vandalism and the car must be rented from a recognized, licensed auto or car rental company. In addition, the Company will pay the cost of repairs for direct loss due to damage caused to a rental car as a result of an Accident. In the event of a claim, the Insured Person must submit a copy of the police report, an itemized statement of repairs made and other documented evidence. He must cooperate with the Company to investigate the Accident and settle any claims against himself. If he fails to cooperate, or fails to send any of the requested documentation, the Company reserves the right to refuse any protection for the Accident.

This optional "Rental Car Protection" does not cover:-

- a. Driving while intoxicated or under the influence of drugs or narcotics.
- b. Intentional loss or damage.
- c. Any obligation the Insured Person assumes under any agreement.
- d. Use of the car rental in violation of the car rental agreement.
- e. Rentals of trucks with a manufacturer's rated load capacity of over 2,000 pounds, campers, trailers, off-road vehicles, motorbikes, sports utility vehicles or recreational vehicles.
- f. Any liability, personal Injury or property damage whether or not the Insured Person is responsible for such liability, Injury or damage under the car rental agreement.

Deductible: The Insured Person will be responsible for the first US\$250 of eligible expenses.

COMPANY'S MAXIMUM LIABILITY IN RESPECT OF OTHER INSURANCE

The maximum liability of the Company in respect of all claims shall not exceed its ratable proportion of such claim which but for the existence of this Policy would be covered under any other insurance policies or cover notes. (This does not apply to the "Personal Accident" section of this Policy.)

DEFINITIONS

"Accident" means an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.

"Cash" means cash, bank notes, coins and negotiable instruments.

"Close Business Partner" means a business associate that has a share in the Insured Person's business.

"Company" means Pacific Cross Insurance Company Limited.

"Country of Residence" means the country from which the journey of the Insured Person commences or, if the journey is in several stages with any stage commencing in a different country, the country in which the first stage of the journey commences and, in either case, outside of which country the insurance is effective. Country of Residence will be the country in which the Insured Person is resident and which is declared on the Application.

"Disability" means an Illness or Injury, and any symptom, sequelae, or complications thereof and, in the case of Injury includes all Injuries arising from the same event or series of contiguous events.

"Eligible Expenses" in respect of medical expenses means the expenses incurred by the Insured Person are medically necessitated by a Disability covered by this Policy and incurred on the recommendation of a Surgeon or Physician but not to exceed normal and customary charges for the same in the country in which they are incurred.

"Emergency" means a bona fide situation when there is a sudden change in the Insured Person's health which requires urgent medical or surgical intervention to avoid danger to life or health.

"Hospital" means a place which is licensed, registered or authorized under the relevant laws and regulations of the country in which it is situated as a medical or surgical hospital and whose main functions are not those of a spa, a hydro-clinic, a place for persons with mental or nervous disorders, a clinic or facility for nursing, rest or convalescence, a home for the aged or a place for alcoholics or drug addicts. It must be under the constant supervision of a resident Physician.

"Illness" means a sickness or disease marked by a pathological deviation from the normal healthy state, which requires treatment by a Physician, Specialist or Surgeon.

"Immediate Family Members" means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings-in-law, parents, parents-in-law, grandparents, grandchildren, legal guardian, stepparents or stepchildren.

"Injury" means a bodily Injury (which for the avoidance of doubt excludes psychiatric conditions) arising wholly and exclusively from an Accident which independently of all other causes (i) directly results in death within 12 calendar months of the date of the Accident, or (ii) necessitates medical and/or surgical treatment.

"Insured Person" means any one of the persons specifically listed and named in the Schedule of Benefits as an Insured Person.

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

"Loss of Sight" means the entire and irrecoverable loss of sight.

"Medicines and Drugs" means any medicines or drugs prescribed by a Physician which are specifically required for the treatment of a Disability.

"Pair and Set" means any article which is a part of a set, the measure of loss of or damage to such an article shall be a reasonable and fair proportion of the total value of the set and will not be construed to mean a total loss of the set.

"Period of Insurance" means the period stated on the Schedule of Benefits to be the period of insurance, or subsequently any renewal thereof during which the policy is in effect.

"Permanent Total Disablement" means disablement which entirely prevents an Insured Person from attending to his occupation or employment of any and every kind and which disablement lasts 52 consecutive weeks and at the expiry of that period is beyond hope of any improvement.

"Personal Effects" means articles of personal possession normally worn or carried belong to the Insured Person or the Insured Person's family members.

"Physician/Surgeon" means a person qualified by a degree and licensed or registered to practice medicine/surgery under the relevant laws and regulations of the country in which he practices.

"Policy" means this insurance policy and includes the Application, Schedule of Benefits and any endorsements, amendments or riders thereto which have been approved by an executive officer of the Company.

"Pre-Existing Condition" means any Illness, disease or physical condition which existed before the effective date of the Policy in respect of the Insured Person, which presents signs or symptoms of which the Insured Person was aware or should reasonable have been aware.

"Public Conveyance" means all public common carrier such as multi-engined aircrafts, buses, trains, ships, hovercrafts, ferries, and taxis that are licensed to carry fare-paying passengers and coach being arranged by travel agency and is not a contractor or private carrier.

"Public Place" means any publicly accessible location (such as car park, street, park, environmental area, bus station, airport, sports stadium or shopping centre) including public transportation of any kind or any other similar place or location.

"Serious Injury or Illness" means when an Insured Person requires treatment by a Physician and which results in the Insured Person being certified by that Physician as being dangerous to life and unfit to travel or continue with his original journey. When **"Serious Injury or Illness"** is applied to the Insured Person's Immediate Family Member, it shall mean Injury or Illness certified as being dangerous to life by Physician and which results in the Insured Person's discontinuation or cancellation of his original journey.

"Short Period Rate" means the rate calculated in accordance with the formula below in respect of the period prior to cancellation of this Policy in respect of which this Policy has been in force.

Period prior to cancellation	Short Period Rate
(a) Less than one (1) month:	20% of annual premium
(b) For each successive month after the first month:	10% of annual premium
(c) More than eight (8) months:	100% of annual premium

"Specialist" means a Physician who specializes in one particular area of medicine.

CLAIMS PROCEDURE AND CONDITIONS

1. Notice of any claim must be given to the Company within 30 days after the occurrence of any event likely to give rise to a claim, and in the instance of a claim under the "Personal Liability" section of this Policy such notice must be given in writing as soon as possible and in any event not later than 15 days after the incident which may give rise to such a claim. All claims shall be made together with proof satisfactory to the Company in the case of death, Illness, disability, Injury or loss for which a claim is made hereunder and shall be rendered on demand at the Insured Person's own expense.
2. The Company shall not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request from the Company requesting such further information, and the claim is thereafter deemed to be abandoned.
3. All claims must be submitted with a completed Travel Insurance Claims Form along with comprehensive supporting information including:
 - a) In the case of Personal Accident:-

Hospital, physician's reports giving details on the nature of the Injury and the extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's report.
 - b) In the case of Medical Expenses, Emergency Assistance, Hospital Cash Allowance, Cancellation Charges And Curtailment of Trip:-

All bills, receipts, tickets, coupons, contracts, agreements or any other supporting documents relevant to the claim and if the claim is in respect of medical treatments, then a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced and a summary of the course of treatment including medicines prescribed and services rendered.
 - c) In the case of loss, breakage or damage to Baggage and Personal Effects, Baggage Delay, Loss of Travel Documents, Personal Money:-

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of the IMMEDIATE notification to airline/carrier and their official acknowledgement in writing when loss or damage has occurred in transit and certified written copy of IMMEDIATE police reports when loss has occurred. Reports to the relevant authorities must be made within 24 hours of the occurrence. Additionally, loss of travellers checks must be reported to the issuing authority immediately and in no event later than 24 hours after the loss occurs.
 - d) In the case of Travel Delay:-

Official documentation from the airline/carrier giving the cause, date, time and the duration of the delay.
 - e) In the case of Personal Liability:-

Immediate written notification to the Company of the possible claim indicating the nature and circumstances of the incident or event, together with a confirmation that no admission of liability has been made and that no settlement has been made or agreed to without the prior knowledge and written consent of the Company. Full documentation, including copies of the summons, court documents, solicitors' and other legal correspondence, etc. must be submitted to the Company at the earliest.
 - f) In the case of Optional Rental Car Protection:-

Certified written copy of IMMEDIATE police report, itemized statement of repairs and other documented evidence.