

The Policyholder, the Insured Person and FWD General Insurance Company Limited (富衛保險有限公司) agree that:

This policy document, the Insurance Certificate and any endorsement to this Policy shall be read together as one contract.

The application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein.

This Policy comes into force on the condition that the Policyholder has paid the premium specified in the Insurance Certificate in full and the application has been approved by the Company.

The Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy.

The due observance of the terms, conditions, exclusions and endorsements of this Policy relating to anything to be done or to be complied with by the Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of the Company.

## 1. DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy, the Insurance Certificate or any subsequent endorsements attached to this Policy:

- 1.1 **Accident** means an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.
- 1.2 **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.
- 1.3 **Bodily Injury** means any bodily injury which (i) is caused by an Accident, (ii) solely and independently of any other cause, and (iii) (a) results in death within 12 calendar months of the date of the Accident or (b) necessitates medical and/or surgical treatment.
- 1.4 **Company** means FWD General Insurance Company Limited.
- 1.5 **Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.
- 1.6 **Insured Person** means the person or persons who hold a valid Hong Kong Identity Card described as "Insured Person" in the Insurance Certificate and for whom insurance under this Policy has been arranged.
- 1.7 **Journey** means the period of travel which commences when the Insured Person completes the immigration departure clearance procedure at the Usual Country of Residence on or after the departure date specified in the Insurance Certificate for the purpose of commencing such journey and ends (a) on the last day specified in the Insurance Certificate or (b) when the Insured Person completes the immigration arrival clearance procedure for returning to the Usual Country of Residence after such journey, whichever is earlier.
- 1.8 **Period of Insurance** means the period of time specified in the Insurance Certificate during which this Policy is effective.
- 1.9 **Policy** means and refers to the entire policy contract among the Policyholder, the Insured Person and the Company including this policy document, application, proposal, declaration and/or beneficiary designation form submitted or made by the Policyholder or the Insured Person or his authorized representatives, the Schedule of Benefits, Insurance Certificate issued hereunder and any endorsements thereto.
- 1.10 **Policyholder** means the "certificate holder" stated in the Insurance Certificate and for which the required premium under this Policy has been paid.
- 1.11 **Public Air Conveyance** means all common public air transport carriers operated by a recognized airline which are mechanically propelled and are licensed to carry fare-paying passengers by the relevant authorities but exclude (i) contractor, chartered or private carriers and (ii) any carriers which are operated primarily for sight-seeing service and amusement of the passengers.
- 1.12 **Usual Country of Residence** means the place from which the Journey of an Insured Person commences, and outside of which country this Policy is effective. Usual Country of Residence will be deemed to be Hong Kong unless otherwise specifically endorsed in the Insurance Certificate by the Company.

## 2. TABLE OF BENEFITS

Subject to any other limits as stated in this Policy and the Insurance Certificate, the maximum liability in respect of each of the Insured Persons is shown under the Table of Benefits below:

| Benefit                                      | Maximum Limit (HK Dollars)<br>Per Insured Person for all FlightCare policies<br>issued by the Company |
|--|---|
| Personal Accident Benefit - Accidental Death | 500,000   |

### 3. TERMS AND CONDITIONS

- 3.1 This Policy shall be issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.
- 3.2 If the Company declines any claim under this Policy and the Policyholder does not initiate any legal action in respect of such claim within twelve months from the date of such decline, then the claim shall for all purposes be deemed to have been irrevocably abandoned and shall not thereafter be recoverable.
- 3.3 Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- 3.4 Headings are for convenience only and shall not affect the interpretation of this Policy.
- 3.5 **GENERAL EXCLUSIONS.** Unless specifically provided otherwise, this Policy does not cover losses arising out of :
- 3.5.1 War, invasion, act of foreign enemies, hostilities or war like 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
- 3.5.2 Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- (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 other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- This exclusion does not apply to loss, damage, cost or expenses directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind, which is in turn caused by Act of Terrorism.
- 3.5.3 Suicide, attempted suicide or intentional self-inflicted bodily injuries, insanity, abortion, miscarriage, assigned complications, pregnancy, child-birth, venereal diseases, the use of alcohol or drugs other than those prescribed by a Medical Practitioner, dental treatment unless resulting from accidental bodily injury to sound and natural teeth.
- 3.5.4 Any activity or involvement of the Insured Person in the air unless such Insured Person is at the relevant time travelling as a fare paying passenger on Public Air Conveyance.
- 3.5.5 The Insured Person being a crew member or an operator of any air carrier; accident whilst engaging in any kind of manual labour work; engaging in offshore activities including commercial diving, oil rigging, mining or aerial photography; handling of explosives, performing as an actor/actress, being a site worker, tour guide or tour escort; or armed force services.
- 3.5.6 Losses which are indirect and consequential in nature except herein provided.
- 3.5.7 Sanction Exclusion
- Notwithstanding anything to the contrary in this Policy the following shall apply:
- If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured Person is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America, The People's Republic of China or Hong Kong, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured Person, to the extent that it would be in breach of such law or regulation.
- 3.6 This Policy is non-cancelable by the Company or by the Policyholder except that the Company may cancel this Policy in the circumstances of non-receipt of the premium by the Company. No refund of premium will be made once insurance certificate has been issued and coverage becomes operative.
- 3.7 Extension of cover can be granted subject to the discretion of the Company once a Period of Insurance has commenced; however, the insurance cover provided will be automatically extended for a maximum period of 10 days in the event that the Insured Person is unavoidably delayed in the course of this scheduled itinerary as stipulated prior to departure.
- 3.8 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.
- 3.9 There is no direct billing provided under this Policy except as arranged and through approved by the Company.
- 3.10 The age limit for persons(s) insured under this Policy shall be from a minimum age of 6 weeks up to a maximum age of 85 years. All children under the age of 18 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 86.
- 3.11 The maximum Period of Insurance for this Policy shall be 30 consecutive calendar days, which may be extended in accordance with Section 3.7.
- 3.12 Failure by the Insured Person to comply with the Claims Procedure or investigation may result in denial of the claim; if any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this Policy shall be void and no claim shall be payable.
- 3.13 This Policy shall be subject to the Limits of Liability as stated on the Insurance Certificate.
- 3.14 **WARRANTY.** The Insured Person warrants that to the best of his knowledge and belief no Insured Person is travelling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment and that he understands that treatment of any pre-existing, existing, recurring or congenital medical conditions are not covered.

#### **4. PERSONAL ACCIDENT BENEFIT**

- 4.1 The Company will pay the Personal Accident benefit amount stated in the Insurance Certificate up to the maximum limit stated in the Table of Benefits in the event that an Accident occurred while the Insured Person is riding during the Journey as a fare-paying passenger in or on any Public Air Conveyance which causes Bodily Injury of the Insured Person and results in the Insured Person's death within 12 months from the date of the Accident.
- 4.2 The maximum amount payable for any and all events arising under this Section 4 shall not exceed the maximum limits for each Insured Person as stated in the Table of Benefits.
- 4.3 In the event of the death of an Insured Person giving rise to a claim under this Section 4 the beneficiary to whom this Personal Accident benefit is payable shall be that person's estate if there is no next of kin unless a selected beneficiary has been stated on the Insurance Certificate at the time of issue.

For the purpose of this Section 4, if the body of the Insured Person has not been found within three months after the date of the disappearance, sinking or wrecking of the aircraft during the Journey, it will be presumed that the Insured Person suffered an accidental death at the time of such disappearance, sinking or wrecking.

#### **5. CLAIMS PROCEDURE**

- 5.1 Notice of any claim must be given to the Company within thirty-one days of the expiry of this Policy. All claims shall be made together with proof satisfactory to the Company and all proof shall be rendered on demand at the expense of the Insured Person or his representative.
- 5.2 All claims must be submitted with comprehensive supporting information including:
  - 5.2.1 Hospital, Medical Practitioner's reports giving details on the nature of death; police reports where relevant and a copy of the death certificate and the relevant coroner's report. AND
  - 5.2.2 Additional document relevant to the claim may be required upon the Company's request, including but not limited to name record of travel itinerary, air ticket or boarding pass of the insured.

#### **ONLINE SECURITY**

FWD is always concerned about security. It is important that you should be alert to any emails asking for your personal information; here we provide some information to help you to protect yourself:-

"Phishing attack" is an online fraud technique which involves sending official-looking email messages with return addresses, links and branding that all appear to come from legitimate banks, insurance companies, retailers, credit card companies, etc. Such emails typically contain a hyperlink to a spoof website and mislead account holders to enter customer names and security details on the pretence that security details must be updated or changed. Once you give them your information it can be used on legitimate sites to take your personal information.

To protect yourself, you should be aware of the following:

- FWD will not send you emails asking you to update, verify or confirm your personal security details e.g. PIN, bank account number, ID Card number and passport number.
- You should pay close attention to the URL (website address) of the site you are visiting to make sure it is actually the site you believe it to be.

Should you have further enquiries, or you would like to report on suspected phishing cases relating to FWD, please refer to FWD website [www.fwd.com.hk](http://www.fwd.com.hk) or call our Customer Service Hotline at (852) 3123 3123.

## **Personal Information Collection Statement**

1. From time to time, it is necessary for you to supply FWD General Insurance Company Limited (the "Company") with personal information and particulars in connection with the provision, continuation and administration of insurance or other financial services and products by the Company. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile information about you. Personal information and particulars provided by you and all information generated and compiled by the Company about you from time to time is collectively referred to as "Your Personal Data".
3. The purposes for which Your Personal Data may be used are as follows:
  - (i) offering and providing services and products to you, and administering, implementing, maintaining, managing and operating such services and products which may include, without limitation, insurance, financial and wealth management services and products;
  - (ii) processing, assessing and determining any applications or requests made by you in connection with the Company's services or products, issuing or arranging insurance contracts and maintaining your account with the Company;
  - (iii) designing insurance and other financial services and products for customers;
  - (iv) marketing services and products to you (please see further details in paragraphs 5 to 8 below);
  - (v) operating, maintaining and providing subsequent services in relation to the applications for services and/or products;
  - (vi) creating and maintaining the credit and risk related models of the Company;
  - (vii) processing and implementing payment instructions;
  - (viii) determining any amount of indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or undertaking for your liabilities;
  - (ix) exercising any rights that the Company may have in connection with the services and/or products provided to you;
  - (x) verifying and conducting any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with provision of services or products;
  - (xi) any purposes in connection with any claims made by or against or otherwise involving you in respect of any services and/or products provided by the Company, including, without limitation, making, defending, analysing, investigating, processing, assessing, determining, responding to, resolving or settling such claims;
  - (xii) performing policy review and needs analysis (whether or not on a regular basis);
  - (xiii) meeting disclosure obligations or requirements imposed by or for the purposes of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any of its subsidiaries, holding companies, associated or affiliated companies of, or companies controlled by, or under common control with the Company (collectively, "the Group") including, without limitation, making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers;
  - (xiv) meeting any present or future contractual or other commitment with any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers in Hong Kong or any other jurisdictions that is assumed by or imposed on the Company or any member of the Group by reason of its financial, commercial, business or other interests or activities in or related to the relevant jurisdiction;
  - (xv) complying with any obligations, requirements, policies, procedures, measures or arrangement for sharing data and information within the Group and/or other use of data and information in accordance with any group-wide programmes from time to time for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and
  - (xvi) fulfilling any other purposes directly related to (i) to (xv) above.
4. To facilitate the purposes set out in paragraph 3 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the following parties (whether within or outside Hong Kong) and Your Personal Data may be transferred outside Hong Kong:
  - (i) members of the Group;
  - (ii) any person or company which is acting for or on behalf of the Company, or jointly with the Company, in respect of a purpose or a directly related purpose for which Your Personal Data was provided;
  - (iii) any person or company which is under a duty of confidentiality to the Company and has undertaken to keep such information confidential, provided that such person or company has a legitimate right to access such information (e.g. professional advisors of the Company);
  - (iv) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
  - (v) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjusters, risk intelligence providers, claim investigation companies, administrators or other professional advisors which are engaged by the Company in connection with the Company's business;
  - (vi) any business partners of the Company ("Our Partners");
  - (vii) any agents, contractors or service providers which provide administrative, credit reference, debt collection, telecommunications, computer, payment, printing, redemption or other services in relation to the operation of businesses of the Company; and/or
  - (viii) any person or company to whom the Company or the Group is under an obligation or otherwise required or expected to make disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) including, without limitation, any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers.
5. The Company is allowed to (i) use Your Personal Data in direct marketing only if you consent or do not object, or (ii) provide Your Personal Data to another person or company for its use in direct marketing only if you consent or do not object in writing.
6. In connection with direct marketing, the Company intends:
  - (i) to use your name, contact details, services and products portfolio information, financial background and demographic data held by the Company from time to time in direct marketing;
  - (ii) to market the following classes of services and products offered by the Company, other members of the Group and/or Our Partners from time to time:
    - a. insurance services and products;
    - b. wealth management services and products;
    - c. financial services and products;
    - d. reward, loyalty or privileges programmes and related services and products; and
    - e. donations and contributions for charitable and/or non-profit making purposes.
  - (iii) to provide Your Personal Data described in paragraph 6(i) above to any members of the Group and/or Our Partners for their use in direct marketing the classes of services and products described in paragraph 6(ii) above.
7. **If you do NOT wish the Company to use Your Personal Data in direct marketing or provide Your Personal Data to other persons or companies for their use in direct marketing, you may write to the Company at the address below to opt out from direct marketing at any time.**
8. You may also write to the Company at the address below to opt out from direct marketing at any time.
9. Under the Personal Data (Privacy) Ordinance:
  - (i) you have the right to request access to Your Personal Data held by the Company and request correction of any of Your Personal Data which is incorrect; and
  - (ii) the Company has the right to charge you a reasonable fee for processing and complying with your data access request.
10. Requests for access to or correction of Your Personal Data should be made in writing to:

Corporate Data Protection Officer  
FWD General Insurance Company Limited  
1st Floor, FWD Financial Centre  
308 Des Voeux Road Central  
Hong Kong

Should you have any queries, please do not hesitate to call our Customer Service Hotline 3123 3123.
11. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

## 收集個人資料聲明

1. 在富衛保險有限公司（「本公司」）提供、延續及管理保險或其他金融服務及產品時，閣下需要不時向本公司提供個人資料及詳情。如未能提供所需資料及詳情，可能會導致本公司無法向閣下提供或繼續提供有關服務及產品。
2. 本公司亦可製作及匯編與閣下有關的資料。閣下提供的個人資料及詳情以及本公司不時製作及匯編與閣下有關的所有資料，以下統稱為「閣下的個人資料」。
3. 閣下的個人資料可能用於以下用途：
  - (i) 向閣下要約及提供服務及產品，管理、執行、維持、處理及運作有關服務及產品，包括但不限於保險、金融及財富管理服務及產品；
  - (ii) 處理、評估及決定閣下就本公司的服務或產品而提出的任何申請或要求；發出或安排保險合約，以及維持閣下在本公司的賬戶；
  - (iii) 為客戶設計保險及其他金融服務及產品；
  - (iv) 向閣下提供服務及產品銷售（有關詳情，請參閱下文第 5 至 8 段）；
  - (v) 運作、維持有關申請之服務及／或產品及提供相關之後續服務；
  - (vi) 建立及維持本公司的信貸及風險相關模型；
  - (vii) 處理及執行付款指示；
  - (viii) 釐訂任何欠付閣下或閣下所欠的負債金額，及向閣下或任何為閣下的債務提供擔保或承諾的人士收取及追討欠款；
  - (ix) 行使本公司就向閣下提供服務及／或產品而可能享有的任何權利；
  - (x) 就提供之服務或產品作出及進行資格、信貸、身體、醫療、擔保、承保及／或身份核証；
  - (xi) 用於任何因本公司提供的產品及／或服務而由閣下提出或本公司對閣下提出的申索，包括但不限於作出、抗辯、分析、調查、處理、評核、決定、回應、解決或和解有關申索；
  - (xii) 進行保單審閱及需求分析（不論是否定期進行）；
  - (xiii) 本公司或其任何附屬公司、控股公司、聯營或聯屬公司，或本公司控制的公司或與本公司受共同控制的公司（統稱「本集團」）根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）要求而須作出披露，包括但不限於向任何法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）作出披露；
  - (xiv) 履行任何本公司或本集團任何成員機構現有或將來之合約義務或與其他在香港或其他區域的法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等），因其相關之金融、商業、業務或其他利益或活動而承擔之義務；
  - (xv) 遵守任何於本集團內進行的數據及資料共享及／或其他數據及資料用途的責任、要求、政策、程序、措施或安排以符合任何制裁、防止或偵查洗黑錢、恐怖分子資金籌集或其他非法活動；及
  - (xvi) 履行與上文第(i)至(xv)段直接有關的其他用途。
4. 為達成上文第 3 段列出的用途，本公司可能將閣下的個人資料轉移、披露、讓其查閱或與以下各方（不論在香港境內或境外者）共同使用，而閣下的個人資料有可能被轉移往香港境外：
  - (i) 本集團的成員機構；
  - (ii) 任何人士或公司受本公司指示或代表本公司或與本公司共同處理閣下提供的個人資料以達到提供有關資料之目的或直接相關之目的；
  - (iii) 對本公司負有保密責任並承諾將有關資料保密的任何人士或公司，而此人士或公司須有合法權利查閱有關資料（例如：本公司的專業顧問）；
  - (iv) 任何因本公司業務而聘用之經營保險相關及／或再保險相關業務之人士或公司；
  - (v) 任何因本公司業務而聘用的治療師、醫院、診所、醫生、化驗所、技師、損失理算人、風險情報供應商、索賠調查公司、行政管理人士或其他專業顧問；
  - (vi) 任何本公司的業務夥伴（「本公司之夥伴」）；
  - (vii) 向本公司之經營業務提供行政、信貸資料庫、債務追討、電訊、電腦、付款、印刷、贖回或其他服務的任何代理人、承包商或服務供應商；及／或
  - (viii) 任何本公司或本集團負有責任或須要或預期要根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）作出披露的人士或公司，包括但不限於任何法律機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）。
5. 容許本公司 (i) 在閣下同意或不反對的情況下，使用閣下的個人資料作直接促銷用途，或 (ii) 在閣下以書面方式同意或不反對的情況下，將閣下的個人資料提供予其他人士或公司作其直接促銷用途。
6. 就直接促銷而言，本公司擬：
  - (i) 使用本公司不時持有的閣下姓名、聯絡資料、服務及產品組合資料、財務背景及人口統計資料作直接促銷用途；
  - (ii) 銷售本公司、本集團其他成員機構及／或本公司之夥伴不時提供的下列服務及產品：
    - a. 保險服務及產品；
    - b. 財富管理服務及產品；
    - c. 金融服務及產品；
    - d. 獎賞、客戶忠誠或優惠計劃及相關服務及產品；及
    - e. 為慈善及／或非牟利用途的捐款及捐贈。
  - (iii) 將上文第 6(i)段所載閣下的個人資料提供予本集團成員機構及／或本公司之夥伴，讓其用於直接促銷上文第 6(ii)段所載的服務或產品。
7. 若閣下不希望本公司使用閣下的個人資料，或將閣下的個人資料提供予其他人士或公司作直接促銷用途，閣下可於任何時間致函本公司以下地址，藉以拒絕直接促銷。
8. 閣下亦可於任何時間致函本公司以下地址，藉以拒絕直接促銷。
9. 根據《個人資料（私隱）條例》：
  - (i) 閣下有權要求查閱本公司所持有閣下的個人資料，並要求改正閣下的不正確個人資料；及
  - (ii) 本公司有權就處理及遵行閣下的查閱資料要求而收取合理費用。
10. 查閱或改正閣下的個人資料要求，應以書面形式向下列人士提出：

資料保護主任  
富衛保險有限公司  
香港德輔道中 308 號富衛金融中心 1 樓

如閣下有任何疑問，敬請致電本公司之客戶服務熱線 3123 3123。
11. 中英文本如有歧異，概以英文本為準。