



Starr International Insurance (Asia) Limited

STARR INDIVIDUAL PROGRAM

SMARTRIP OVERSEAS STUDENT INSURANCE

In consideration of the payment of premium by the Policyholder and subject to the terms and conditions of the Policy, We hereby insure the Insured Person in the manner and to the extent provided in the Policy.

All periods of insurance shall begin at 12:01a.m., standard time, at the place where the Policy was issued and end in accordance with Part IV of this Policy.

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PART I – DESCRIPTION OF COVERAGE

SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT

1a. Accident while in a Common Carrier

If during the period of insurance the Insured Person sustains an Injury while travelling as a fare paying passenger in any Common Carrier in the course of a Trip which shall within twelve (12) months from the date of Accident result in death or disablement as listed under the following Compensation Table 1, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of Sum Insured stated in such table.

1b. Other Accidents

If during the period of insurance the Insured Person sustains an Injury in the course of a Trip which shall within twelve (12) months from the date of Accident result in death or disablement as listed under the following Compensation Table 1, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of Sum Insured stated in such table.

EXPOSURE

If during the period of insurance, by reason of any Accident, the Insured Person is unavoidably exposed to the elements in the course of a Trip and as a direct and unavoidable result of such exposure sustain death or disablement within twelve (12) months from the date of Accident, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured stated in the following Compensation Table 1.

DISAPPEARANCE

If during the period of insurance, the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on ground or at sea in which the Insured Person was travelling in the course of a Trip, it will be presumed that the Insured Person suffered death resulting from an Accident. In such circumstances, We shall pay the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured of Event 1 stated in the following Compensation Table 1, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate that any such payment shall be refunded to Us if it is later discovered that the Insured Person did not suffer death as a result of the Accident.

EXTENSION

This Policy extends to cover any Injury sustained by an Insured Person during the following periods:

- (i) Travelling directly from the Insured's Person's place of residence to the immigration counter in Hong Kong within three (3) hours before the scheduled departure time of the Common Carrier in which he/she has arranged to travel for the purpose of starting a Trip; and
- (ii) Travelling directly from the immigration counter to the Insured Person's place of residence in Hong Kong within three (3) hours of the actual arrival time of the Common Carrier in which he/she has arranged to travel upon completion of a Trip.

COMPENSATION TABLE 1

Benefit Event	Compensation (Percentage of Sum Insured)	
	Right Hand	Left Hand
1. Death	100%	
2. Permanent Total Disablement	100%	
3. Loss of or the Permanent Loss of Use of one or more Limbs	100%	
4. Permanent Loss of Sight of both eyes	100%	
5. Permanent Loss of Sight of one eye	100%	
6. Permanent Loss of Speech and Loss of Hearing	100%	
7. Permanent and incurable insanity	100%	
8. Permanent Loss of Hearing in:		
(a) both ears	75%	
(b) one ear	15%	
9. Permanent Loss of Speech	50%	
10. Permanent Loss of the lens of one eye	50%	
	Right Hand	Left Hand
11. Loss of or the Permanent Loss of Use of four Fingers and Thumb	70%	50%
12. Loss of or the Permanent Loss of Use of four Fingers	40%	30%
13. Loss of or the Permanent Loss of Use of one Thumb		
(a) both joints	30%	20%
(b) one joint	15%	10%
14. Loss of or the Permanent Loss of Use of Fingers		
(a) three joints	10%	7.5%
(b) two joints	7.5%	5%
(c) one joint	5%	2%
15. Loss of or the Permanent Loss of Use of Toes		
(a) all – one foot		15%
(b) great toe - both joints		5%
(c) great toe – one joint		3%
16. Fractured Leg or Patella with Established Non-Union		10%
17. Shortening of leg by at least 5 cm		7.5%
18. Permanent disablement not falling under Events 8 to 17 above, We shall in Our absolute discretion pay the Insured Person a benefit which shall be calculated by assessing the degree of disablement relative to the above Percentage of Sum Insured.		

PROVISIONS FOR SECTION 1

Starr International Insurance (Asia) Limited

- (a) Benefits shall not be payable for more than one Event stated in Compensation Table 1 in respect of the same Accident. Should more than one Event occur from the same Accident, We shall only be liable for the Event with the greater Percentage of Sum Insured.
- (b) In the event the accumulation of total paid-up benefits in respect of one or more Events stated in Compensation Table 1 of the same Insured Person is below one hundred percent (100%) of the Sum Insured, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- (c) The Insured Person's coverage shall be terminated upon occurrence of any loss for which benefit is payable under any one of the above Events 1 to 7 stated in Compensation Table 1.
- (d) When a limb which had been partially disabled prior to sustaining an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Sum Insured payable shall be determined by Us having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the Loss of or the Permanent Loss of Use of a Limb which was totally disabled prior to the Injury.
- (e) If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 11 to 14 inclusive for the various disabilities of right and left hand shall be transposed.
- (f) If the Insured Person is under fifteen (15) years of age at the time of Accident, the maximum Sum Insured of Accidental Death and Disablement shall be restricted to HK\$500,000.

SECTION 2 - BURNS BENEFIT

If during the period of insurance an Insured Person sustains an Injury in the course of a Trip and is diagnosed by a Qualified Medical Practitioner to have suffered any of the Burn Events listed under the following Compensation Table 2, We shall pay the Insured Person a benefit in accordance with the Percentage of Sum Insured for the Burn Event stated in such table.

COMPENSATION TABLE 2

Burn Event	Compensation (Percentage of Sum Insured)
Second Degree or Third Degree Burns	
On 45% or more of body surface	100%
On 27% or more of body surface	60%
On 18% or more of body surface	50%
On 9% or more of body surface	30%
On 4.5% or more of body surface	20%

PROVISIONS FOR SECTION 2

Benefits shall not be payable for more than one of the above Burn Events in respect of the same Accident. Should more than one of the above Burn Events occur from the same Accident, We shall only be liable for the Burn Event with the greater Percentage of Sum Insured.

SECTION 3 - MEDICAL EXPENSES

If during the period of insurance the Insured Person sustains Injury or suffers from Sickness in the course of a Trip which directly results in the necessity of medical treatment outside Hong Kong, We shall reimburse the Insured Person in respect of the reasonable and customary costs paid to a Qualified Medical Practitioner, nurse, Hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire. Any cost of purchasing drugs or medication prescribed by a Qualified Medical Practitioner paid to a pharmacy is included.

FOLLOW-UP MEDICAL TREATMENT EXTENSION

This Policy extends to cover any follow-up medical expenses incurred, subject to the maximum Sum Insured as stated in the Schedule, within ninety (90) consecutive days after the Insured Person's return to Hong Kong provided that the first treatment must be sought outside Hong Kong. Included within this extension, We shall also reimburse the Insured Person in respect of any medical expenses paid to a Chinese Bonesetter or Acupuncturist arising from the Injury subject to the maximum amount stated in the Schedule.

In no event shall all the reimbursed medical expenses under this section (including follow-up medical treatment) exceed the Sum Insured of Medical Expenses stated in the Schedule for any one Accident or Sickness. If the Insured Person is entitled to a refund of all or part of such expenses from any other source, We shall only be liable for the excess of the amount recoverable from such other source.

SECTION 4 - STARR GLOBAL EMERGENCY ASSISTANCE SERVICES

We have appointed an emergency assistance provider, Starr Global Emergency Assistance, to provide and arrange emergency assistance services 24-hours a day throughout the year whilst the Insured Person is travelling in the course of a Trip.

We shall not be liable to the Insured Person and/or the Policyholder (whether in contract, tort (including negligence) breach of statutory duty or otherwise) arising out of or in connection with the acts or omissions of Starr Global Emergency Assistance arising out of or in connection with the subject matter of this Policy.

(a) ROUND-THE-CLOCK HOTLINE SERVICE

The Insured Person may contact Our dedicated 24-hour hotline number at (+852) 2802 8638 to obtain immediate access to available services and/or advice in relation to the below services:

Travel Assistance

- Inoculation information
- Consulate and embassy information
- Visa information
- Weather information
- Loss of passport information
- Currency exchange information

- Flight information
- Emergency travel service arrangements

Business Concierge

- Pre-trip information on travel destination
- Flower and gift delivery
- Golf course information
- Limousine and/or ground transportation information and arrangements

Medical Assistance

- Medical referral service
- Dispatch of essential medication/medical equipment not locally available

(b) EMERGENCY MEDICAL EVACUATION AND REPATRIATION

If during the period of insurance an Insured Person sustains Serious Injury or suffers from Serious Sickness which directly causes or results in the necessity of emergency medical evacuation in the course of a Trip, Starr Global Emergency Assistance shall arrange and pay for a medically supervised emergency evacuation of the Insured Person to the nearest available Hospital that is appropriately equipped for the particular Serious Injury or Serious Sickness. In the event that the Insured Person's condition stabilizes, Starr Global Emergency Assistance shall arrange and pay for a medically supervised repatriation to Hong Kong for continuous care and proper treatment. Starr Global Emergency Assistance retains the absolute right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation shall be carried out having regard to all the assessed facts and circumstances to which Starr Global Emergency Assistance is aware at the relevant time.

(c) HOSPITAL ADMISSION GUARANTEE

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization in the course of a Trip, Starr Global Emergency Assistance shall arrange a Hospital admission deposit subject to a maximum of HK\$40,000.

(d) COMPASSIONATE VISIT

(i) Hospitalization of Insured Person

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization for at least seven (7) consecutive days in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or other reasonable transportation means for one relative or friend to visit the Insured Person. We shall also reimburse the Insured Person's visitor's associated hotel accommodation expenses excluding the costs of drinks, meals and other hotel expenses subject to a maximum of HK\$1,000 per night up to seven (7) consecutive nights.

(ii) Death of Insured Person

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or other reasonable transportation means for one Immediate Family Member for handling the necessary funeral arrangement procedures. We shall also reimburse the Immediate Family Member for the associated hotel accommodation expenses excluding the costs of drinks, meals and other hotel expenses subject to a maximum of HK\$1,000 per night up to five (5) consecutive nights.

(iii) Death of Immediate Family Member

If during the period of insurance an Immediate Family Member passes away while the Insured Person is in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or any reasonable transportation means for the Insured Person to return to Hong Kong for taking care of the necessary arrangements.

In no event shall the reimbursed expenses under this section (d) exceed the relevant Sums Insured of Compassionate Visit as stated in the Schedule.

(e) REPATRIATION OF MORTAL REMAINS

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for the repatriation of the remains or ashes of the Insured Person to Hong Kong.

PROVISIONS FOR SECTION 4

- (a) Any service rendered without the authorization and/or intervention of Starr Global Emergency Assistance is not covered.
- (b) Any service rendered by another party apart from Starr Global Emergency Assistance is not covered.

SECTION 5 – PERSONAL BAGGAGE

If during the period of insurance an Insured Person sustains accidental loss of or damage to his/her personal baggage being carried in the course of a Trip, We shall indemnify the Insured Person for such loss or damage subject to the maximum Sum Insured stated in the Schedule.

PROVISIONS FOR SECTION 5

- (a) Loss of or damage to any personal baggage due to moth, vermin, wear and tear, atmospheric or climatic conditions, gradual deterioration, mechanical or electrical failure, any process of cleaning, restoring, repairing, alteration, confiscation or detention by customs or any other authority are not covered.
- (b) Loss of or damage to any software, antiques, jewellery, artificial teeth or limbs, money, securities, tickets or documents, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, contact lens, spectacles, denture, prosthesis, brittle or fragile items, portable telecommunication equipment and handheld computer are not covered.
- (c) Loss or damage to hired or leased equipment or any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the same Common Carrier carrying the Insured Person at the same time are not covered.

- (d) An Insured Person shall take all reasonable and necessary precautions for the safety of all of his/her personal baggage and any unexplained loss or damage to any personal baggage which was left unattended in any Common Carrier or public place are not covered.
- (e) An Insured Person must report to the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurs, or report to the Common Carrier Operator if the loss or damage occurred in transit, within twenty-four (24) hours of the occurrence. All supporting documentation from the Common Carrier Operator or the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurred must be submitted when the Insured Person makes a claim.
- (f) We shall be entitled to take and keep possession of the lost or damaged personal baggage and to deal with salvage at Our absolute discretion.
- (g) The indemnity for each item/set/pair of article and laptop computer including its accessories shall be limited to the maximum amount stated in the Schedule.
- (h) We shall only be liable to indemnify the Insured Person for a reasonable proportion, as determined by Us, of the total value of the set or pair where the lost or damaged article is part of a set or a pair.
- (i) We shall make payment subject to allowance for reasonable wear, tear and depreciation in respect of articles more than one year old.
- (j) No coverage shall be provided during the period in which the Insured Person is studying at the city of the Educational Institution.
- (k) Any loss claimed under Section 6 – Baggage Delay arising from the same cause is excluded.

SECTION 6 – BAGGAGE DELAY

If during the period of insurance an Insured Person's checked-in baggage is delayed or temporarily mislaid on delivery by the Common Carrier Operator in the course of a Trip for more than eight (8) hours from the actual arrival time, We shall indemnify the Insured Person for any reasonable expenses incurred by the Insured Person in purchasing essential replacement items of clothing and toiletries subject to the maximum Sum Insured stated in the Schedule.

PROVISIONS FOR SECTION 6

- (a) This benefit is not applicable when an Insured Person is on his/her way back to Hong Kong.
- (b) The delay must be certified by the Common Carrier Operator.
- (c) Unexplained delay, delay due to confiscation or detention by customs or any other authority, or delay of any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the Common Carrier carrying the Insured Person at the same time are not covered.
- (d) Original receipts must be produced by an Insured Person showing details of the expenditures when a claim arises.
- (e) Any loss claimed under Section 5 – Personal Baggage arising from the same cause is excluded.

SECTION 7 – PERSONAL MONEY

If during the period of insurance an Insured Person sustains loss of cash, signed traveller's cheque(s) or money order as a direct result of theft, robbery or burglary in the course of a Trip, We shall indemnify the Insured Person for such loss subject to the maximum Sum Insured stated in the Schedule.

PROVISIONS FOR SECTION 7

- (a) An Insured Person must report to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) Unexplained loss or loss due to confiscation or detention by customs or any other authority, devaluation of currency, or shortages due to errors or omissions during money exchange transactions are not covered.
- (c) No coverage shall be provided during the period in which the Insured Person is studying at the city of the Educational Institution.

SECTION 8 – DOCUMENT LOSS

If during the period of insurance an Insured Person sustains loss of his/her Hong Kong Identity Card, passport, entry visa or other travel documents that are necessary for immigration clearance on account of theft, robbery or burglary in the course of a Trip, We shall reimburse the Insured Person for the replacement cost of the lost document subject to the maximum Sum Insured stated in the Schedule.

PROVISIONS FOR SECTION 8

- (a) An Insured Person must report the theft, robbery or burglary to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) Loss of any travel document or visa which is not needed to complete the particular Trip of the occurrence is excluded.
- (c) Unexplained loss, mysterious disappearance or loss due to confiscation or detention by customs or any other authority are excluded.

SECTION 9 – TRAVEL DELAY

In the event that either the actual departure or arrival time of the Common Carrier in which an Insured Person has arranged to travel in the course of a Trip is delayed from the scheduled departure or arrival time respectively specified in the original itinerary due to a sudden outbreak of strike or industrial action, riot, civil commotion, hijack, adverse weather or mechanical fault of the Common Carrier, We shall pay a cash benefit per each eight (8) hours of delay up to the maximum Sum Insured stated in the Schedule.

SECTION 10 – PERSONAL LIABILITY

We shall indemnify the Insured Person for any legal costs incurred under any of the following circumstances due to his/her negligence in the course of a Trip subject to the maximum Sum Insured stated in the Schedule on the condition that the Insured Person does not offer or promise payment or admit fault to any other third party, and/or become involved in any litigation without Our written approval:

- (a) Accidental death or Injury to any person; or
- (b) Accidental loss of or damage to the property of any person.

PROVISIONS FOR SECTION 10

We shall not be liable for the following:

- (a) Damage to the property of or to any person who is an Immediate Family Member or the employer of the Insured Person;

- (b) Damage to property which belongs to the Insured Person or is in his/her care, custody or control;
- (c) Damage relating to any liability assumed by the Insured Person under contract;
- (d) Damage relating to the willful, malicious, or unlawful act on the part of the Insured Person;
- (e) The ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals;
- (f) The undertaking of any trade, business or profession;
- (g) Any criminal proceedings; or
- (h) Any liability which has been admitted or settled by the Insured Person.

SECTION 11 – STUDY INTERRUPTION

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness resulting in Confinement for more than thirty (30) days in the course of a Trip that prevents him/her from the continuation of his/her studies, We shall reimburse the portion of forfeited Tuition up to the maximum Sum Insured stated in the Schedule.

PROVISIONS FOR SECTION 11

Any Tuition that is refundable or recoverable from the Educational Institution or any other source is excluded.

SECTION 12 – STARR SCHOLARSHIP

If during the period of insurance an Insured Person has successfully attained a minimum cumulative grade point average (GPA) of 4.0 on a 4.0 scale or straight A or equivalent accomplishment upon completion of the entire studying course for an accumulation of eight (8) months in a policy year, We shall pay the Sum Insured stated in the Schedule.

PROVISIONS FOR SECTION 12

- (a) The Insured Person must have started the studying course within the period of insurance; and
- (b) Official transcripts from the Educational Institution must be produced by the Insured Person showing details of grades attained when such a claim arises; and
- (c) We reserve the right to determine the criteria of the “equivalent” accomplishment. In the event of any dispute arising, Our final decision shall prevail.

PART II – DEFINITIONS

“**Accident**” means an unforeseen and involuntary event which caused Injury.

“**Acquired Immune Deficiency Syndrome**” or “**AIDS**” shall have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immunodeficiency Virus (HIV) Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV.

“**Activities of Daily Living**” means:

- (a) Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (b) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Mobility - the ability to move indoors from room to room on level surfaces;
- (e) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (f) Feeding - the ability to feed oneself once food has been prepared and made available.

“**Anniversary Date**” means each anniversary of the Policy’s effective date stated in the Schedule.

“**Chinese Bonesetter or Acupuncturist**” means any Chinese bonesetter or acupuncturist who is legally registered as a Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap 549. Laws of Hong Kong), but excluding a Chinese bonesetter or acupuncturist who is the Insured Person, Immediate Family Member of the Insured Person or someone living in the same household as the Insured Person.

“**Civil War**” means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

“**Common Carrier**” means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.

“**Common Carrier Operator**” means a company or an individual that operates a Common Carrier and is licensed to carry passengers for hire.

“**Confined**” or “**Confinement**” means admitted in a Hospital for medical treatment due to an Injury or Sickness upon the recommendation of a Qualified Medical Practitioner and continuously stays in the Hospital prior to his/her discharge from the Hospital. Confinement will be evidenced by the daily room and board charged by the Hospital.

“**Educational Institution**” means an institution dedicated to education that is recognized as such by the government of the country or region in which the institution is based and is named in the Schedule.

“**Fractured Leg or Patella with Established Non-Union**” means a complete break into two pieces of the patella or leg bone where:

- (a) the patella or leg bone does not mend properly such that it cannot function normally; and
- (b) this condition is diagnosed by a Qualified Medical Practitioner to last for the remainder of the Insured Person’s life.

“**Hospital**” means an establishment which meets all the following requirements:

- (a) holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); and
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; and
- (c) provides 24-hour a day nursing services by registered or graduated nurses; and
- (d) has a staff of one or more Qualified Medical Practitioner(s) at all times; and
- (e) provides organized facilities for diagnosis and major surgical facilities; and
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for alcoholics or drug addicts.

“**Immediate Family Member**” means the Insured Person’s spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.

“**Injury**” means bodily injury which is solely caused by an Accident and independently of any other cause.

“**Insured Person**” means the person(s) insured in the Schedule or subsequently endorsed hereon.

“**Loss of Thumb(s) / Finger(s) / Toe(s)**” means complete severance through or above the metacarpophalangeal or metatarsophalangeal joints.

“**Loss of Hearing**” means total and irrecoverable loss of hearing.

“**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.

“Loss of Speech” means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds, or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.

“Loss of Use of Limb(s) / Thumb(s) / Finger(s) / Toe(s)” means total functional disablement of any limb, thumb, finger or toe and is treated like the total loss of said limb, thumb, finger or toe.

“Malignant Neoplasm” shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).

“Opportunistic Infection” shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).

“Percentage of Sum Insured” means the Percentage of Sum Insured stated in Compensation Table 1 and/or Compensation Table 2 of Part I herein.

“Permanent” means lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement as certified by a Qualified Medical Practitioner.

“Permanent Total Disablement” means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, the Insured Person is totally and permanently disabled and prevented from engaging in occupation or employment for which he/she is reasonably qualified by reason of his/her education, training or experience; or if he/she has no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform his/her Activities of Daily Living of like age and sex. Such disability has to continue for a period of twelve (12) consecutive months and certified by a Qualified Medical Practitioner to be total, continuous and permanent for the remainder of his/her life.

“Policy” means this Policy and any other documents stated in Entire Contract of Part VII herein.

“Policyholder” means a person who is an applicant of the Policy and is named in the Schedule as Policyholder.

“Pre-existing Condition” means the condition for which the Insured Person received or was recommended by a Qualified Medical Practitioner for any treatment, diagnosis, consultation or prescribed drugs, or the signs or symptoms of which the Insured Person was aware or should reasonably have been aware within twelve (12) consecutive months immediately prior to the Policy's effective date.

“Qualified Medical Practitioner” means any person qualified and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular service, but excluding a Qualified Medical Practitioner who is the Insured Person, an Immediate Family Member of the Insured Person or someone living in the same household as the Insured Person.

“Schedule” means the Schedule attached to and incorporated in this Policy.

“Second Degree Burn” means both the epidermis and the underlying dermis are damaged caused by heat, electricity, chemicals, light or radiation.

“Serious Injury or Serious Sickness” means injury or sickness which requires treatments by a Qualified Medical Practitioner and which results in the Insured Person being certified by that Qualified Medical Practitioner as having a life threatening condition and being unfit to continue with his/her Trip.

“Sickness” means an illness or disease first contracted and commenced by the Insured Person during the Trip that requires treatment by a Qualified Medical Practitioner.

“Sum Insured” means the amount of sum insured stated in the Schedule.

“Terrorist” or **“Member of a Terrorist Organization”** means any person who commits, or attempts to commit, a Terrorist Act or who participates in or facilitates the commission of a Terrorist Act and/or is verified or recognized or designated by any government or authority or committee as a terrorist.

“Terrorist Act” means an act including but not limited to the use or threatened use of force or violence against person or property, or the commission of an act that is dangerous to human life or property, or the commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

“Third Degree Burn” means full thickness skin destruction caused by heat, electricity, chemicals, light or radiation.

“Trip” means a journey taken by an Insured Person outside Hong Kong for the purpose of furthering his/her study at the Educational Institution. The journey shall be deemed to commence when the Insured Person arrives at the immigration counter in Hong Kong; and ceases when he/she returns to the immigration counter in Hong Kong. Any personal deviation during and/or immediately before/after such journey is also included.

“Tuition” means an amount charged for instruction by the Educational Institution for the required courses (including any applicable laboratory fee and any cost for the use of facilities for attending said courses, but excluding any costs of textbooks, room and board).

“War” means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation for economic, geographic, nationalistic, political, racial, religious or other ends.

“We, Us, Our” means Starr International Insurance (Asia) Limited.

PART III – GENERAL EXCLUSIONS

We shall not pay under any section of this Policy for loss arising directly or indirectly as a result of or in connection with:

1. War, Civil War, invasion, insurrection, revolution, use of military power or usurpation of government or military power, direct participation in strike, riot and civil commotion;
2. Nuclear risks of any nature; biological, chemical, radioactive, nuclear pollution or contamination exposure;
3. Any prohibition or regulations by any government; confiscation, detention, destruction by customs or other authorities;
4. An Insured Person who is a Terrorist or a Member of a Terrorist Organization; any illegal or unlawful act by the Insured Person;
5. An Insured Person not taking all reasonable efforts to avoid Injury or to minimize any claim under this Policy;
6. Riding or driving in any kind of motor racing competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as a source of income;
7. Any loss which is connected with the effects of alcohol or drugs other than those prescribed by a Qualified Medical Practitioner;
8. Suicide or attempted suicide or intentional self-injury, or self-exposure to needless peril;
9. Any medical treatment received in the course of a Trip which was made for the purpose of receiving medical treatment (need not be the sole purpose); or the Trip was undertaken while the Insured Person was unfit to travel or against the advice of a Qualified Medical Practitioner;
10. Any Pre-existing Condition, cosmetic, plastic or any elective surgery; surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs, congenital or heredity disease or defect, congenital anomalies or any complications or conditions arising therefrom;
11. Health check-ups or any investigation(s) not directly related to admission diagnosis, Sickness or Injury, or any treatment or investigation which is not medically necessary;

12. Insured Person's expenses incurred relating to the cost of prosthesis, contact lens, spectacles, hearing aids, dentures and other medical equipment; or any expenses incurred relating to dental or optical treatment unless such costs are necessarily incurred due to an Accident;
13. Psychosis, sleep disturbance disorder, mental or nervous disorders, pregnancy, miscarriage or childbirth;
14. AIDS or any Injury or Sickness commencing in the presence of a sero positive test for HIV and related diseases and/or sexually transmitted disease;
15. An Insured Person engaging in naval, military or air force service or operations; armed force service; offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives; employed as driver of any kind of conveyance; employed or engaging in any kind of labor work or as an animal trainer, diver, jockey, newspaper-war correspondent, security guard, stuntman, while working in casino, disco, construction site, farm, factory, hospital, kitchen of a restaurant, night club;
16. Piloting or serving as a crewmember or riding in any aircraft except as a fare paying passenger on a regularly scheduled airline; or
17. Any loss which occurs while the Insured Person is in the Republic of Iraq or the Islamic Republic of Afghanistan.

PART IV – TERMINATION OF COVERAGE

We may terminate this Policy at any time during the period of insurance by giving thirty (30) days' prior notice in writing to the last known address of the Policyholder or its insurance broker. In the event of such termination, We shall return promptly the pro-rata premium to the Policyholder. However, no notice of termination is required from Us in the event of the occurrence of one or more of the following and this Policy shall be automatically terminated forthwith:

- (a) non-payment of any premium;
- (b) on the Anniversary Date when You no longer fulfill the eligibility stated under "Eligibility of Insured Person" of Part VII herein;
- (c) upon payment of the benefits under the circumstances mentioned under Clause (c) of Provisions for Section 1 of Part I herein;
- (d) fraud, material misrepresentation or non-disclosure on the part of the Policyholder, the Insured Person or its insurance broker;
- (e) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.

The Policyholder may cancel this Policy by giving Us not less than thirty (30) days' prior written notice. Upon termination by the Policyholder, premiums shall be computed in accordance with the applicable percentage indicated below, but in no event less than Our customary minimum premium:

Covered Period	Retentive Percentage of Annual Premium
6 Months (Minimum)	70%
Over 6 Months	100%

PART V - PREMIUM PROVISIONS

PREMIUM

The premiums for this Policy will be based on the rates currently in force in the application or agreed in the quotation slip, the plan and the coverage and amount of insurance in effect. However, We reserve the right to change rates at any time if any of the following events take place during the period of insurance:

- (a) The terms of the Policy change;
- (b) A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy;
- (c) There is a change in the factors bearing on the risk assumed;
- (d) There is a misrepresentation in the information We relied on in establishing the premium rate;
- (e) Any law or regulation is amended to the extent it affects Our benefit obligation.

PAYMENT OF PREMIUM

The first premium is due on the Policy's effective date. After that, premiums will be due annually on the Anniversary Date unless We agree with the Policyholder on some other method of premium payment. If any premium is not paid when due, the Policy will be canceled as of the premium due date, except as provided in the Policy Grace Period section as described below.

POLICY GRACE PERIOD

A Policy grace period of thirty-one (31) days shall be granted following the Anniversary Date of Policy for the payment of the required premiums. The Policy shall remain in force during the grace period. If the required premiums are not paid, insurance shall end upon the expiration of the grace period. The Policyholder shall be liable to Us for any unpaid premium for the time the Policy was in force.

PART VI – CLAIM PROVISIONS

OBLIGATION

The following clauses in this section of the Policy relating to Claims Provisions shall be deemed condition precedents to the liability of Us to make any payment under this Policy.

TIME OF NOTICE OF CLAIM

Written notice of a claim must be given to Us within thirty (30) days after occurrence of any Accident or other event that might give rise to a claim under this Policy. However, in the event of accidental death notice must be given to Us within fifteen (15) days.

FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, shall furnish to the claimant such forms as are usually furnished by Us for filing proof of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which a claim is made. All certificates, information and evidence required by Us shall be furnished at the expense of the Insured Person/claimant or his legal personal representatives and shall be in such form and of such nature as We may prescribe.

SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Insured Person given to Us or to Our general agent, with particulars sufficient to identify the Insured Person shall be deemed to be notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it is shown that it was not reasonably practicable to give such notice and that notice was given as soon as was reasonably practicable.

CLAIMANT COOPERATION PROVISION

Failure of the claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

TIME FOR FILING PROOF OF LOSS



Starr International Insurance (Asia) Limited

Affirmative proof of loss must be furnished to Us at Our said office in case of a claim within ninety (90) days after the date of such loss. If it is shown that it was not reasonably practicable to give such notice within such time, such proof must be furnished as soon as reasonably practicable and in any event within one year after the date of such loss.

LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this insurance, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the laws of Hong Kong, such limitation is hereby extended to agree with the minimum period permitted by such laws.

PHYSICAL EXAMINATION AND AUTOPSY

We reserve the right to have a Qualified Medical Practitioner examine the Insured Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We shall pay the cost of the examination or autopsy.

FRAUDULENT CLAIMS

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy, this Policy shall immediately become terminated and all benefit in respect of such claims shall be forfeited from the date on which the fraudulent claim is proffered.

RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by Us or for a medical claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, We reserve the right to recover the said sum or excess from the Insured Person.

SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all the Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

PART VII – GENERAL CONDITIONS

ENTIRE CONTRACT

The Policy, Schedule, applications, endorsements and attachments (if any) shall constitute the entire contract of insurance. No statement made by the Policyholder not included herein shall avoid the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this insurance or to waive any of its provisions. No change in this insurance shall be valid unless approved by Us and endorsed hereon.

AGE LIMIT FOR INSURED PERSON

The insurance under this Policy shall cover an Insured Person aged between eight (8) and thirty-two (32) years old.

GEOGRAPHICAL LIMIT AND OPERATIVE TIME

Insurance provided under this Policy shall apply twenty-four (24) hours a day anywhere in the world in the course of a Trip unless endorsed or amended by Us.

TO WHOM INDEMNITIES PAYABLE

Any indemnity paid for loss of life shall be payable to the Insured Person's estate. All other indemnities shall be payable to the Insured Person.

ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at the Starr International Insurance (Asia) Limited, Suite 1901, 19/F, Central Plaza 18 Harbour Road, Wanchai, Hong Kong and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premium, it may be reinstated with Our approval. Benefits shall not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy had lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

RENEWAL CLAUSE

This Policy shall be renewable from the Anniversary Date with Our consent by payment of premium in advance at Our premium rate in force at the time of renewal. However, We reserve the right to make adjustment on the premium rates, benefits, terms and conditions of this Policy or not invite renewal at Our discretion.

OTHER INSURANCE

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, we shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance, provided that the benefit of Accidental Death and Disablement, Burns Benefit, Travel Delay and Starr Scholarship shall not be limited by the foregoing limitation.

GOVERNING LAW

This Policy is subject to the laws of Hong Kong and the parties hereto agree to submit to the jurisdiction of the courts of Hong Kong.

CLERICAL ERROR

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.

DATA PRIVACY

The Insured Person hereby agrees that any personal information collected or held by Us is provided and may be held, used and disclosed by Us to individuals/organizations associated with Us or to any selected third party (within or outside Hong Kong) for the purposes of processing any claim under this Policy and providing subsequent services for this and other financial products and services, direct marketing, data matching and communicating with him/her for such purposes. If he/she does not wish to receive any direct marketing materials or calls, or wish to request access to and/or correction of any personal information held by Us concerning himself/herself, he/she should write to Our Data Privacy Officer at Room 1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong.