

## AirAsia Insure Travel Protection – One Way Plan

### Travel Insurance Terms and Conditions

In consideration of Insured Person has paid the premium stated and subject to the terms, exclusions and conditions contained herein or endorsed hereon, Asia Insurance Company Limited (“the Company”) agrees to pay benefits up to the amount specified in the Schedule of Benefits to the Insured Person named in the Certificate of Insurance in the event of the contingencies described hereinafter happened during the Period of Insurance.

The Certificate of Insurance, Travel Insurance Terms and Conditions and endorsements (if any), shall constitute the entire contract of insurance (hereinafter called “Policy”)

#### SCHEDULE OF BENEFITS

##### BENEFITS

BENEFIT	Maximum Benefits (HKD)
<b>Section 1 – PERSONAL ACCIDENT</b> Free coverage for Accompanying Infant	600,000 60,000
<b>Section 2 – TRIP CANCELLATION</b>	Actual AirAsia Flight Cost not exceeding 10,000
<b>Section 3 – AIRASIA FLIGHT DELAY</b> (HKD200 for each and every consecutive 8-hours delay)	1,000
<b>Section 4 – BAGGAGE AND PERSONAL EFFECTS</b> - Sub limit for any one item (Excess: HKD100 per claim)	3,000 1,000

#### SECTION 1 - PERSONAL ACCIDENT

In the event of the Insured Person suffers Bodily Injury caused by Accident during the Insured Flight resulting in death or Permanent Total Disablement within one hundred and eighty (180) days, the Company will pay to the Insured Person up to the Maximum Benefit specified in the Schedule of Benefits and according to the percentage stated below or in the event of death of the Insured Person, pay to Insured Person’s legal/appointed beneficiary.

##### BENEFIT TABLE

Accidental Death and Disablement	Percentage of Principal Sum
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent total Loss of Sight of one eye or both eyes	100%
4. Loss of or the Permanent total Loss of Use of one limb or two limbs	100%

#### PROVIDED THAT:

The maximum amount payable for any and all events arising under this section shall not exceed the Maximum Benefit for each Insured Person.

#### DISAPPEARANCE

If the Insured Person disappears as a result of the disappearance, sinking or wrecking of the AirAsia Common Carrier caused by an Accident in which the Insured Person was traveling at the time of the Accident during the course of the Insured Flight and remains missing after twelve (12) months from the date of the Accident, and the Company has reason to believe that the Insured Person has died in the Accident, the Company will pay the Personal Accident benefit, subject to receipt of a signed undertaking by the personal representative of the Insured Person’s estate that any such payment shall be refunded to the Company if it is later discovered that the Insured Person did not die as a result of the Accident.

#### Free Coverage for Accompanying Infant

This section is extended to cover the Accompanying Infant who suffers an Injury during the insured Flight up to the Maximum Benefit as stated in the Schedule of Benefits.

#### EXCLUSION APPLICABLE TO SECTION 1 - PERSONAL ACCIDENT

The Company shall not be liable to pay for any loss caused by an Injury or otherwise which is a consequence of any kind of disease or sickness.

#### **SECTION 2 - TRIP CANCELLATION**

The Company shall reimburse the Insured Person up to the Maximum Benefits as stated in the Schedule of Benefits for the loss of AirAsia ticket fare paid in advance by the Insured Person and for which the Insured Person is legally liable and which are not recoverable from any other source consequent upon the cancellation of the Insured Flight necessitated by the occurrence of any of the followings, within ninety (90) days before departure on the Insurance Start Date as shown in the Certificate of Insurance (except for sub-paragraphs (3) below):

1. Death, Serious Bodily Injury or Sickness of the Insured Person, or Immediate Family Members of the Insured Person causing the Insured Person unable to travel under this Policy
2. Receipt of subpoena or witness summons, or being summonsed for jury service or compulsory quarantine of the Insured Person.
3. Serious damage to the Insured Person’s principal home in Hong Kong arising from fire or flooding within 10 days

prior to the departure date which requires the Insured Person's continued presence on the premises.

This coverage under Section 2 - Trip Cancellation cannot be utilized once the Insured Person has commenced the Insured Flight.

### **EXCLUSIONS APPLICABLE TO SECTION 2 - TRIP CANCELLATION**

The Company shall not be liable to pay for any claims or losses directly or indirectly arising out of:

1. Criminal acts by the Insured Person.
2. Cancellation resulting from riot, popular movements, terrorists acts, any effects of a source of radioactivity, epidemic, pandemic, pollution, natural catastrophes or climatic event (lack of snow in a ski trip etc).
3. Pre-existing Condition.
4. Pregnancy or gynecological disease or their sequel.
5. Government regulation or act, delay or amendment of the booked itinerary, or failure in provision of any part of the booked itinerary (including error, omission or default) by the provider of any service forming part of the booked itinerary as well as of the agent AirAsia through whom the itinerary was booked, liquidation or default of travel agencies, tour operator and/or AirAsia Berhad.
6. Disinclination to travel or cancellation of journey due to financial circumstances of Insured Person.
7. Any unlawful act or criminal proceedings of any person on whom the planned itinerary depends on, other than attendance under subpoena as a witness at a Court of Law.
8. Any circumstances leading to the Trip Cancellation or Trip Interruption already existing and known to the public at the time of applying this insurance or arranging the Insured Flight.
9. Failure to notify and submit the relevant documents to travel agent/tour operator, AirAsia Common Carrier immediately for the application of refund of expenses incurred if it is found necessary to curtail the travel arrangement and failure to submit the relevant documents.

### **SECTION 3 - AIRASIA FLIGHT DELAY**

The Company shall pay HKD200 for each and every consecutive eight (8) hours of delay, up to the Maximum Benefit stated in the Schedule of Benefits in the event that the AirAsia Common Carrier in which the Insured Person has arranged to travel is delayed for at least eight (8) hours from the departure time specified in the itinerary provided by the AirAsia Berhad management to the Insured Person caused directly by the inclement weather, equipment failure, hijack (other than aircraft hijack) or strike by the employees of the AirAsia Berhad for the Insured Flight.

#### **PROVIDED THAT:**

1. Departure delay will be calculated from the original scheduled departure time specified in the itinerary provided by AirAsia Berhad to the Insured Person until the actual departure time of the first available alternative transportation offered by the AirAsia Berhad management.
2. The delay does not arise from the failure of the Insured Person to confirm the advanced booking or 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 insurance, which states the cause, date, time and duration of the delay.
5. The Company does not cover strike or industrial action which has commenced or has been announced before the date of applying this insurance or arranging the journey.
6. The Insured Person has to reroute his trip due to cancellation of the public transportation with prior confirmed booking.

### **SECTION 4 - BAGGAGE AND PERSONAL EFFECTS**

Subject to the Maximum Benefit specified in the Schedule of Benefits the Company will pay the Insured Person for loss, physical breakage or damage directly resulting from Accident, theft, burglary, robbery or mishandling by AirAsia Common Carrier occurring during the Insured Flight to an Insured Person's personal baggage or Personal Effects.

#### **PROVIDED THAT:**

1. The loss must be reported to the local police or AirAsia Common Carrier liable within 24 hours of the occurrence.
2. The Insured Person shall observe ordinary and proper care for the safety of his accompanied personal baggage or Personal Effects and does not leave them unattended in a public place. All personal baggage and Personal Effects are to be examined immediately when received and in the event of any destruction, loss or damage coming to the notice of the Insured Person, the Insured Person shall give IMMEDIATE notice to the parties concerned and request for relevant.
3. The Company shall not be liable for more than HKD 1,000 in respect of any one (1) article, pair or set of articles.
4. The Company will, by payment or at its option by replacement or repair (subject to due allowance for wear & tear), indemnify the Insured Person against each such loss or damage provided that the liability of the Company shall not exceed the Maximum Benefit amount.
5. For claim relating to breakage or damage, the claimant has to produce the damaged effects as physical evidence for the Company's inspection at the claimant's cost.

All jewelry, articles consisting in whole or in part of silver, gold or platinum objects made with precious materials, precious stones, pearls, watches, articles trimmed with or made mostly of fur, portable photographic, cinematographic, computer, telephone equipment; equipment for the recording of sound or pictures and its accessories, are only covered against theft and only if carried on the Insured Person.

### **EXTENSION OF COVER FOR GOLFING EQUIPMENT:**

The Company will pay the Insured Person for theft of or damage to or loss caused by the AirAsia Common Carrier of golfing equipment belonging to the Insured Person which he/she has checked in for the same flight, subject to the exclusion of the following:

- a) Loss of or damage to golf balls;
- b) Loss of or damage resulting from willful act or negligence of the Insured Person;
- c) Loss of or damage arising from confiscation or retention by custom or other officials.

#### **EXCLUSIONS APPLICABLE TO SECTION 4 – BAGGAGE AND PERSONAL EFFECTS**

The Company shall not be liable for:

1. The first HKD100 of each and every claim.
2. The following classes of property: business goods or sample, foodstuffs, animals, motor vehicles (including accessories), motorcycles, bicycles, boats, motors, any other conveyances, household furniture, antiques, keys, musical instruments, object of art, collector's item, eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges, money (including checks, traveler's checks, etc), plastic money (including the credit value of credit card, Octopus cards, etc), securities, tickets or documents.
3. Ski set, sailboard, golf clubs, tennis racket and other sporting equipment except while checked in as baggage.
4. Any loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process initiated by the Insured Person to repair, clean or alter any property.
5. Any loss of or damage to hired or leased equipment and any loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, Act of Terrorism or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence; secure or destruction under quarantine or customs regulations, confiscation by order of any Government of Public Authority or risk of contraband or illegal transportation or trade.
6. Any loss or damage to property insured under any other insurance, or could be reimbursed for by a Common Carrier or AirAsia Common Carrier, a hotel, and any service providers or otherwise.
7. Any loss of or damage to property which function normal after it has been fixed or repaired by a third party.
8. Any loss of the Insured Person's baggage when it is left unattended in public place or as a result of the Insured Person's failure to take due care and precautions for the safe guard and security of such property.
9. Any loss of data recorded on tapes, cards, diskettes or otherwise.
10. Breakage or damage to fragile articles.
11. Loss by any mysterious disappearance.

#### **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

THE COMPANY WILL NOT PAY UNDER ANY SECTION OF THIS POLICY FOR LOSS, INJURY, DAMAGE OR LIABILITY SUFFERED AND/OR SUSTAINED BY OR ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF OR IN CONNECTION WITH:

1. Pre-Existing Conditions, congenital and heredity condition.
2. Any injury, Sickness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS

(Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.

3. Encountering murder, kidnap or extortion.
4. Riot and strike, war (whether declared or not), Act of Terrorism, invasion, act of foreign enemies, civil war, revolution, civil unrest, performing duties as a member of armed forces, or police, or a law enforcing agencies.
5. The Insured Person willfully exposing himself to needless peril (except in an attempt to save human life), fighting, attack resulting from provocation or deliberate act of Insured Person, suicide, attempted suicide or intentional self-inflicted Bodily Injuries, insanity, abortion, miscarriage, child-birth, venereal diseases, the use of alcohol or drugs other than those prescribed by a Medical Practitioner; dental treatment unless it is resulting from accidental Bodily Injury to sound and natural teeth.
6. Nuclear fission, nuclear fusion or radioactive contamination.
7. Accidents happened whilst engaging in sports or games in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in sports or games. Racing (other than on foot), riding or driving in any kind of race, motorcycling, hunting, mountaineering (necessitating the use of ropes, pitons or guides), skydiving, hang gliding and parachuting.
8. Trekking at an altitude limit greater than 5,000 meters above sea level or scuba diving to a depth greater than 30 meters below sea level.
9. Engaging in any form of aerial flight or air travel other than as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial company.
10. Losses which are indirect and consequential in nature except herein provided.
11. Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities.
12. Taking part in performing entertainment or film production.
13. Engaging in any manual labour or hazardous work that involves the use of machinery or tools.
14. Utilization of Nuclear, Chemical or Biological weapons of mass destruction.
15. Any loss and expenses that can be reimbursed or recovered from other source except for Section 1 – Personal Accident, and Section 3 – AirAsia Flight Delay.
16. Any loss resulting directly and indirectly (in whole or in part) from:
  - a) Pandemic
  - b) Epidemic

#### **DEFINITIONS**

In this Policy where consistent with the contents, the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter gender; and each of the following words and expressions shall have the following meanings except where the context otherwise requires.

1. **Accident** shall mean an event occurring entirely

- beyond control and caused by violent, external and visible means which causes Bodily Injury during an Insured Flight..
2. **Accompanying Infant** shall mean the Insured Person's accompanying infant named in the certificate of insurance of the AirAsia flight ticket for the insured Flight.
  3. **AirAsia Common Carrier** shall mean any mechanically propelled air conveyance operated by the AirAsia Berhad.
  4. **Bodily Injury** shall mean any bodily damage caused directly and independently of all other causes by an Accident as defined above.
  5. **Certificate of Insurance** shall mean the attached sheet and forms part of this Policy.
  6. **Effective Date** means either 1) the Certificate of Insurance Issue Date or 2) the date the Trip Cancellation benefit becomes effective, whichever is later.
  7. **Epidemic** shall mean a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region. For example, SARS
  8. **Immediate Family Members** shall mean an Insured Person's lawful spouse, children (natural or adopted), siblings, siblings-in-law, parents, parents-in-law, grandparents, grandchildren, legal guardian, step-parents or step-children.
  9. **Insured Flight** shall mean the flight with the period of travel commencing from the Insured Person checking-in for departure in the Hong Kong immigration counter on the Insurance Start Date for the purpose of commencement of the scheduled flight and until the Insured Person's arrival at the immigration counter of the Destination.
  10. **Insured Person** shall mean any person must be the AirAsia guests whose age is between nine (9) days and seventy-five (75) years on the commencement date of the Period of Insurance and he is named in the proposal form and in the Certification of Insurance issued by the Company.
  11. **Legal Beneficiary** shall mean where there is no valid will, statutory beneficiary defined by the law, or where there exists a valid will, beneficiary therein named. In any event, death benefit shall be released to the administrator or executor who represents the beneficiary and has been duly granted with a grant of representation.
  12. **Loss of or Loss of Use** shall mean the Permanent total functional disablement or complete and permanent physical severance through or above the wrists or ankle joints, and as used with reference to eyes, shall mean the entire and irrecoverable loss of sight.
  13. **Loss of Both Eyes** shall mean the complete and irrecoverable and irremediable loss of the sight of both eyes.
  14. **Loss of One Eye** shall mean the complete and irrecoverable and irremediable loss of the sight of an eye.
  15. **Loss of One Limb** shall mean loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
  16. **Loss of Two Limbs** shall mean loss by physical severance or total and permanent loss of use of two hands or two feet or of one hand at or above the wrist and of one foot at or above the ankle.
  17. **Maximum Benefit** shall mean the maximum benefit amount of each of the benefits covered under this Policy as stated in the Schedule of Benefits.
  18. **Medical Practitioner** shall mean a person legally authorized, duly licensed or registered in the geographical area of his practice to render medical or surgical service, other than the Insured Person or the Insured Person's Immediate Family Members.
  19. **Period of Insurance** shall mean the period between the Insurance Start Date and Insurance End Date of the Insured Flight as stated in the Certificate of Insurance except that, for the Section 2 (Trip Cancellation), the Period of Insurance shall mean the period between the Effective Date and the commencement/ departure date of the Insured Flight.
  20. **Permanent Total Disablement** shall mean a result of an Accident that prevents the Insured Person from attending to his/her normal occupation which disablement, after lasting for a minimum of **one (1) year** from the date of Accident, shall be certified at the end of that time by a Medical Practitioner acceptable to the Insurer to be a condition that will permanently and totally disable the Insured Person from following any gainful occupation beyond the hope of any improvement.
  21. **Personal Effects** shall mean articles of personal possession normally worn or carried by the Insured Person by hand, in trunks, suitcases and like receptacles owned by the Insured Person occurring during the Insured Flight.
  22. **Pre-Existing Conditions** shall mean any Sickness/disease, injury, disability or physical condition which existed at the time of applying this insurance or arrangement of Insured Flight in respect of the Insured Person, which presented signs or symptoms of which the Policyholder, Insured Person, Immediate Family Members was aware or should reasonably have been aware.
  23. **Pandemic** shall mean means an outbreak of infectious disease, which meets the following criteria set by World Health Organization (WHO, that spreads through population across a large region or worldwide
    - (i) Emergence of a disease new to a population.
    - (ii) Agents infect humans, causing serious illness.
    - (iii) Agents spread easily and sustainably among humans
  24. **Serious Bodily Injury or Sickness** shall mean, when applied to the Insured Person, is one which requires treatment by a Medical Practitioner and which results in the Insured Person being certified by that Medical Practitioner as being dangerous to life and unfit to travel or continue with his original journey. When **Serious Bodily Injury or Sickness** is applied to the Insured Person's Immediate Family Member, it shall mean injury or Sickness certified as being dangerous to life by a Medical Practitioner and which results in the Insured Person's discontinuation or cancellation of his Insured Flight.
  25. **Act of Terrorism** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organizations or government, 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.

26. **War** shall mean war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## **GENERAL POLICY CONDITIONS – APPLICABLE TO ALL SECTIONS**

### **1. Consideration**

The due observance and fulfillment of the Terms, Conditions, Exclusions and Endorsements of this insurance by the Insured Person and claimants in so far as they relate to anything to be done or complied with them, and the truth of the statements and details in every proposal form and declaration shall be conditions precedent to any liability of the Company to make any payment under this insurance.

### **2. Validity of Policy**

This Policy is only valid for leisure travel or business travel. Any activities during business travel shall be restricted to administrative and non-manual labour works only.

At the time this insurance becomes effective, the Insured Person must be fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the Insured Flight, otherwise any claim could be forfeited.

### **3. Amendment and Renewal**

Upon issuance of the Policy, all the insurance details, including the Insured Persons, Insurance Start Date, Insurance End Date and Destinations, are confirmed and final and cannot be changed.

This Policy may not be renewed or extended. However, if the return flight is rescheduled by AirAsia, the Company will automatically extend the Period of Insurance for a maximum three (3) consecutive days without charge.

### **4. Governing Law and Jurisdiction**

This Policy shall be governed and construed in accordance with the laws of Hong Kong. The Courts of Hong Kong shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy. Hong Kong refers to the Hong Kong Special Administrative Region of the People's Republic of China.

### **5. Duplicate Application**

a) An Insured Person shall not be covered under more than one comprehensive travel insurance policies underwritten by the Company for the same Insured Flight. In the event that an Insured Person is covered by more than one policies issued by the Company, benefit will be paid by the policy which provides the greatest amount of benefit. Where the benefit under each such policy is identical, the Company will only entertain the claim that Insured Person to be covered under the Policy first issued. The Company will refund any duplicated insurance premium that may have been made by the Insured Person and cover of the duplicated insurance shall be void at inception in respect of such particular Insured Person.

b) In the event that an Insured Person is covered by more than one policy purchased through AirAsia Berhad and/or its Affiliates, benefit will

be paid by the policy which provides the greatest amount of benefit. Where the benefit under each such policy is identical, the Company will only entertain the claim that Insured Person to be covered under the Policy first issued.

### **6. Subrogation**

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.

### **7. Reasonable Care**

The Insured Person shall act in a prudent manner and exercise reasonable care and prevent accidents, injury, illness, loss or damage.

### **8. Misstatement or Fraud**

Failure by the Policyholder or 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 the Policy shall be voidable at the entire discretion of the Company and no claim shall be payable by the Company.

### **9. Other Insurance**

If at the time of a claim there is any other policy insured by other insurance company which also covers the same benefits as this policy, the Company will be liable only for the Company's proportionate share (except for Section 1 - Personal Accident).

### **10. Premium**

No refund of premium will be made once the Certificate of Insurance has been issued.

### **11. Notice of Claim**

Notice of any claim must be given to the Company within 30 days of the end of Insured Flight; otherwise the Company shall not be liable for any loss or damage occurring in connection with such event.

### **12. Proof of Claim**

A notice of claim shall be submitted together with documentary evidence required under the respective section (if applicable), or other documents and/or information which is prescribed or reasonably required by the Company at the claimant or the Insured Person's own expense. Failure to provide such documentary evidence within the time required will not invalidate any claim if the claimant or Insured Person can explain that it was not reasonably possible to give such documentary evidence within such time, provided such documentary evidence is furnished as soon as is reasonably possible, and in no event later than 180 days from time such request is made by the Company. Any documentary evidence includes but not limited to:-

#### **(a) In case of Personal Accident:-**

Hospital, Medical Practitioner'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 and letter of administration.

#### **(b) In case of Trip Cancellation cover:-**

All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim and if the claim is in respect of medical treatments, a full Medical Practitioner's report stipulating the diagnosis of the condition treated, advice on the need of Trip

Cancellation and the date when the disability commenced and a summary of the course of treatment including medicines prescribed and services rendered.

(c) In case of **Loss of, breakage or damage to Baggage and Personal Effects:-**

All details including receipts as to date of purchase, price, model and type of items lost or damaged; receipt for obtaining replacement of Travel Document or Travel Ticket; a copy of the IMMEDIATE notification to AirAsia Common Carrier or tour operator and their official acknowledgment or confirmation in writing when loss or damage has occurred in transit; certified written copy of IMMEDIATE police report when loss or damage has occurred in other circumstances. Reports to the relevant authorities must be made within 24 hours of the occurrence.

(d) In case of **Travel Delay:-**

Official documentation from the airline/carrier giving the cause, date, time and the duration of the delay.

**13. Payment of Claims**

(a) All the payments under this Policy will be payable to the Insured Person. The Insured Person may designate a beneficiary at the time of concluding this contract of insurance. In case of absence of such designation, any benefits unpaid at the time of death of the Insured Person shall be paid to the Legal Beneficiary.

(b) The receipt of the Insured Person or designated beneficiary or Legal Beneficiary for any payment payable under this Policy shall in all cases be full and final discharge of all liabilities of the Company.

(c) Premium and benefits payable under this Policy shall be in the currency of Hong Kong. Payment of claims based on the exchange rate prevailing at the date of loss.

(d) No payment of claims under this Policy shall carry interest.

**14. Data Privacy**

It is a condition precedent to the liability of the Company, the Insured Person(s) has agreed that any information or personal information collected or held by the Company is provided and may be held, used and disclosed by the Company to individuals/organizations associated with the Company or any selected third party (within or outside Hong Kong) for the purpose of processing the application and providing subsequent services for this and other financial products and services, direct marketing, data matching, and to communicate with the Insured Person(s) for such purposes. The Insured Person(s) has the right to obtain access to and to request correction of any personal information held by the Company concerning the Insured Person(s). Such request can be made to the Company's Data Privacy Officer at 16/F Worldwide House, 19 Des Voeux Road Central, Hong Kong.



## AIR ASIA ON TIME GUARANTEE EXTENSION

**WHEREAS** the Insured Person by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Asia Insurance Company Limited (the Company) for the insurance hereinafter contained and has paid the premium in respect of such insurance.

**NOW THIS POLICY WITNESSETH** that in the event that the Occurrence described hereunder shall occur during the Period of Insurance and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy), the Company will compensate the Insured Person the Compensation hereinafter described

**PROVIDED ALWAYS** that the due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **OCCURRENCE**

Delay of scheduled flight by more than 2 hours from the scheduled time of flight departure caused solely by carrier operator.

### **COMPENSATION**

The actual Airfare and charges for the particular flight subject to maximum HK\$400.00 of per Insured Person shall be payable.

### **PERIOD OF INSURANCE**

The coverage commences upon the check in on the Departure Date for a Scheduled Flight which will include the time the Insured Person is inside any airport premises for the purpose of commencement or continuation of the Schedule Flight, and will be in force until the Policy is terminated in accordance with General Conditions of the Policy.

### **POLICY DEFINITIONS**

Insured Person	refers to an Insured AirAsia Guest whom an Air Ticket has been purchased and who has been issued with an AirAsia Insure Travel Protection – Return Plan Certificate of Insurance for that scheduled flight(s).
Delay	shall mean the scheduled aircraft in which the Insured Person has booked to travel is delayed caused solely by carrier operator
Carrier Operator	shall mean AirAsia Berhad.

Schedule Flight	shall mean commercial flights scheduled by AirAsia Berhad, it being always understood that AirAsia Berhad has at all times the requisite and valid licenses or similar authorisations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the country in which it operates, and that in accordance with such authorisation, maintain and publish schedules and tariffs for passenger service between named airports. Furthermore, Scheduled Flights shall comply with the ABC World Airways Guide. In addition, Departure Times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket
Schedule Time	shall means: (i) The time printed in the Insured Person itinerary; (ii) Any new departure time which AirAsia Bhd have advised the Insured Person not less than 24 hours from the original schedule time of flight departure on the flight itinerary
Qualifies Medical Practitioner	shall mean any person qualified by a degree in western medicine and legally licensed and authorised to practise medicine and surgery.

## EXCLUSIONS

The Company will not pay for loss directly or indirectly arising as a result of:-

1. any illegal or unlawful intention act by the Insured Person
2. any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
3. the failure of the Insured Person to check in according to the itinerary supplied to him/her.
4. Strike or industrial action existing on the date the flight is arranged.
5. any prohibition or regulations by any government.
6. the Insured Person is not fit to travel or is travelling against the medical advice of a Qualified Medical Practitioner.
7. Delay caused by circumstances which beyond AirAsia Bhd control such as bad weather, air traffic control, airport closure, strikes and acts of Gods

## GENERAL CONDITIONS PROVISO

- a) The benefits under this extension mentioned herein shall be offered to passenger(s) who has/have purchased AirAsia Insure Travel Insurance Protection and with an additional premium paid.
- b) Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to the satisfaction of the Company.

## **COMMUNICATION**

Every notice or communication to be given or made under this Policy by the Insured Person and/or his legal Personal representative and/or AirAsia Berhad shall be delivered in writing to the Head Office of the Company.

## **FITNESS FOR TRAVEL**

At the time of travelling the Insured Person must be medically fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the flight, otherwise any claim is not payable.

## **CURRENCY**

All amounts shown are in Hong Kong Dollars.

## **CANCELLATION**

This Extension once issued is not cancelable or refundable.

## **COMPLIANCE WITH POLICY PROVISIONS**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

## **NOTICE AND PROCEDURES OF CLAIMS**

- (a) Upon the happening of any event which may give rise to a claim, the Insured Person shall:-
  - (i) notify the Company in writing as soon as possible but not later than thirty (30 days) after any event which may give rise to such claim by filling up the claim form as provided by the Company;
  - (ii) furnish to the Company in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, Insured Person's statements, reports and any other documents as the Company may require and shall be in such form and of such nature as the Company may prescribe;
  - (iii) produce for the Company's examination pertinent documents at such reasonable times and shall co-operate with the Company in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.
- (b) The following information and documents shall be furnished to the Company under any circumstances in matters of claims:-

- (i) copies of the record and/or charge forms verifying the relevant Scheduled Flight Air Tickets charged to the Insured Person's credit card account .

### **FORMS FOR PROOF OF LOSS**

The Company, upon receipt of a notice of claim will furnish to The Insured such claim forms which are usually furnished by the Company for filing proofs of loss. Such claims forms must be returned by The Insured with full particulars within 15 days after the receipt of such claims forms from the Company. AirAsia Berhad shall notify the Company in any event of any delay, the circumstances and the extent of the loss for which the claim is made.

### **ARBITRATION**

- a) Any dispute, difference or question which may arise at any time hereafter between the Company and AirAsia Berhad in relation to the true construction of the Policy or the rights or liabilities of the parties hereto shall be referred to arbitration in Hong Kong and the Hong Kong law shall apply hereto.
- b) The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of any Arbitration Act of Hong Kong or any statutory modification or the re-enactment thereof for the time being in force. Arbitration proceedings shall be conducted in accordance with the Rules of any Hong Kong Arbitration Centre.

### **ENTIRE CONTRACT**

The Policy, Schedule, Endorsements, Certificate of Insurance, Application Form, Declaration and attached papers together with other statement in writing shall be read together as one contract. Any word or expression to which a specific meaning has been ascribed in any part of the Schedule attached shall bear specific meaning wherever it may appear. In the event of a conflict, the terms, conditions or provisions of the Schedule attached shall prevail. No statement made by the applicant for insurance coverage not included herein shall void the insurance cover or be used in any legal proceeding hereunder. No Agent shall be valid unless approved by an executive officer of the Company and such approval be endorsed hereon.

### **INTEREST**

No indemnity from the Company shall accrue any interest.

### **GOVERNING LAW**

This Policy shall be governed by and interpreted in accordance with Hong Kong law. The Hong Kong courts shall have exclusive jurisdiction.

### **CONTRACTS (RIGHTS OF THIRD PARTIES)**

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act and any subsequent revision or amendment thereof enforce any of its terms. For avoidance of doubt, the application of the said Act is expressly excluded insofar as the Policy contract is concerned.