

## SCHEDULE

The document, the Schedule and any endorsement(s) attached form **Your Certificate**.

This document sets out the conditions of the **Certificate** between the **Policyholder** and **Us**. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that **You** comply with **Your** duties under each section and under the insurance as a whole.

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**Certificate** Numbers:

Singapore, Hong Kong and Australia: BFN2018C25601164

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Insured Persons:

**Cardholder/s** who are holding a valid Bank of America Executive Explorer Card issued by Bank of America NA.

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The Risk, Interest, Location and Sum Insured hereunder:

**Financial Institutions Travel Insurance**

**Financial Institutions Ride Share Protection Insurance**

As more fully defined in the attached wording which shall be taken and read as forming part of this **Certificate**.

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The **Period of Insurance**:

With effect from January 1, 2024 12:01am to December 31, 2024 11:59 pm, and for such further period or periods as may be mutually agreed upon.

# TRAVEL INSURANCE

## SCHEDULE OF BENEFITS

Section	Benefit	Benefit Limit per Cardholder per Event in USD	Excess per Cardholder per Event in USD / Time
6	Medical & Travel Assistance Services	Benefit <b>Limit</b> not applicable to this Section	N/A
7	Emergency Medical, Evacuation & Repatriation Expenses		
	<b>Medical expenses</b>	200,000	100
	Emergency Evacuation & Repatriation expenses	200,000	100
8	Personal <b>Accident</b>		
	<b>Full trip</b>	1,000,000 For children aged 16 and under benefit is limited to 3,000	N/A
9	<b>Baggage</b>		
	Loss of <b>Baggage</b>	5,000	50
10	Inconvenience benefits		
	<b>Baggage</b> delay	100 per hour up to a maximum of 12 hours	4 hours
	Loss of Travel Documents	1,500	N/A

Compensation payable in respect of Personal Accident

- |    |   |                    |
|----|---|--------------------|
| 1. | Death   | 100% of sums above |
| 2. | Total and irrecoverable loss of sight of one or both eyes | 100% of sums above |
| 3. | Loss of one or two limbs                                  | 100% of sums above |
| 4. | <b>Permanent Total Disablement</b> (other than above)     | 100% of sums above |

Benefit shall not be payable under more than one of the items above in respect of the consequences of one **Accident**.

## CERTIFICATE WORDING

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### Section 1: THE CERTIFICATE OF INSURANCE

- 1.1 This **Certificate** is a contract of insurance. This document contains the details of the cover, and the terms, conditions and exclusions relating to each **Cardholder**, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the premium by the **Policyholder**, the **Cardholder** is entitled to payment of **Benefits** and **Services** under this **Certificate**, during the **Period of Insurance**, within the geographical limits, subject to the terms, conditions and exclusions stated herein.
- 1.3 This insurance is underwritten by Berkshire Hathaway Specialty Insurance Company, incorporated in Nebraska, USA) and address at Suites 2106-10, 21/F Devon House, Taikoo Place, 979 King's Road, Island East, Hong Kong.
- 1.4 The **Services** are either provided or arranged by **BHSI Care and Concierge**. In certain cases, where **BHSI Care and Concierge** arranged assistance **Services**, the cost of such **Services** must be borne by the **Cardholder**.
- 1.5 This **Certificate** shall be governed by and construed in accordance with the laws of Hong Kong, and the courts of Hong Kong shall have exclusive jurisdiction in any dispute arising hereunder unless otherwise agreed by **Underwriters** in writing.

### Section 2: MEANING OF WORDS

The following words or expressions shown below appear in bold in this **Certificate** and have the following meanings wherever they appear

**Accident** shall mean any sudden, unexpected, external and violent and specific **Event** which occurs at an identifiable point in time and place during a **Journey** which results in **Bodily Injury**.

**Baggage** shall mean accompanied personal goods belonging to the **Cardholder** or for which the **Cardholder** is responsible for and which are taken by the **Cardholder** on a **Journey** or acquired by the **Cardholder** during a **Journey**. **Baggage** shall include **Jewellery and Valuables**.

**Benefits** shall mean the **Benefits** supplied by **Underwriters** under the terms and conditions of this **Certificate**, as set out in Sections 7 to 10 inclusive.

**BHSI Care and Concierge** shall mean the assistance company. Telephone: +852 2863 5781

**Bodily Injury** shall mean identifiable physical injury resulting solely, directly and independently of all other causes from an **Accident**.

**Card** shall mean a card issued pursuant to the **Policyholder's** card program in which the **Benefits** and **Services** of this **Certificate** have been incorporated.

**Cardholder(s) / You** shall mean any person not yet eighty-one (81) years old who has a valid Executive Explorer **Card** issued by the **Policyholder** and will include any **Family** or any **Colleague**, up to a maximum of three (3) people, who are all travelling on a **Journey** from his/her **Principal Country of Residence** with pre- assigned ticketing.

**Certificate** shall mean this **Certificate** of Insurance.

**Colleague** shall mean any business associate, client, guest, friend or other person as the **Cardholder** wishes, up to a maximum of three (3) people, travelling with the **Cardholder** on a **Journey**.

**Common Carrier** shall mean any public transport by road, rail, sea or air with a duly licensed carrier for the regular transportation of fare-paying passengers. **Common Carrier** includes but is not limited to:

- i) taxi; or
- ii) Non-commercial vehicle under the auspices of **Transport Network Company**

For the avoidance of doubt, **Common Carrier** does not include motorcycles or motor scooters of any kind whatsoever.

**Compulsory Inclusion** shall mean the automatic provision of **Benefits** and **Services** to the **Cardholders** where the **Benefits** and **Services** are not offered on an optional basis.

**Default** shall mean any breach of the obligations of either **Party** or any act, omission, negligent act or statement of either **Party**, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting **Party** to the other.

**Dependent Children** shall mean the children, step-children and legally adopted children of the **Cardholder** who are:

- i) unmarried, and;
- ii) living with such **Cardholder** (unless living elsewhere whilst in full time education), and;
- iii) travelling with such **Cardholder**, and;
- iv) under nineteen (19) years of age (or under twenty-four (24) years of age if in full time education)

**Effective Date** means 1<sup>st</sup> January 2024

**Event** means a sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event is limited to seventy-two (72) consecutive hours and within a fifteen (15) kilometres radius of the event.

**Excess** shall mean the first part of each and every loss or claim for which the **Cardholder** is responsible for and which is not payable by the **Underwriters**.

**Expiry Date** means 31<sup>st</sup> December 2024

**Family** shall mean the **Spouse** and **Dependent Children** travelling with the **Cardholder** on a **Journey**.

**General Exclusions** shall mean the exclusions listed in Section 12 of this **Certificate**.

**Hi-jack** shall mean unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof.

**Illness** shall mean any sudden and unexpected deterioration of health, that first manifests during a **Journey** and which is certified by a qualified medical practitioner and agreed by **BHSI Care and Concierge**.

**Jewellery and Valuables** shall mean items composed of gold, silver or other precious metals or semi-precious stones, furs, curios, works of fine art and photographic equipment only.

**Journey** shall mean the first ninety (90) days of any trip falling entirely within the **Period of Insurance**, where at least fifty percent (50%) of the total value of tickets for travel on a **Common Carrier** have been paid by using such **Cardholder's** Executive Explorer **Card** issued by the **Policyholder**. The

**Journey** shall be deemed to have begun with the **Cardholder's** departure from the home where such **Cardholder** normally resides and shall have ended upon return to that home.

**Limit** shall mean the maximum amount of third party expenses for which the **Underwriters** shall be responsible under this **Certificate** towards any one **Cardholder** during any one **Event**, subject to the terms and conditions as defined hereunder.

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the **Cardholder's Principal Country of Residence** for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

**Money** shall mean coins, bank notes, postal and money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

**Non-commercial Vehicle** shall mean a motor vehicle with at least four wheels designed and constructed for the carriage of passengers and comprising no more than eight seats in addition to the driver's seat.

**Party** shall mean a party to this contract of insurance.

#### **Permanent Total Disablement**

##### Where the **Cardholder** is gainfully employed

Shall mean disablement which medical evidence confirms, will prevent the **Cardholder** from engaging in any and every gainful occupation for at least 12 (twelve) months and will in all probability entirely prevent the **Cardholder** from engaging in any and every gainful occupation whatsoever for the remainder of his/her life.

##### Where the **Cardholder** is not gainfully employed

Shall mean disablement which lasts for 12 (twelve) months and which medical evidence confirms will in all probability entirely prevent the **Cardholder** from engaging in any and every occupation whatsoever for the remainder of his/her life.

**Period of Insurance** shall be the period between the **Effective Date** and the **Expiry Date**.

**Physician** shall mean a doctor who is registered or licensed to practice medicine under the laws of the country, territory or administrative region in which they practice, other than:

- i. the **Policyholder**;
- ii. a **Cardholder**;
- iii. a **Relative** of the **Cardholder**; or
- iv. an employee of the **Policyholder**

**Policyholder** means Bank of America N.A.

**Pre-existing Health Disorder or Condition** shall mean any illness, defect, physical infirmity or condition, including sequelae or complications thereof that in the opinion of a qualified medical practitioner appointed by **BHSI Care and Concierge** can reasonably be related thereto or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation prior to the **Journey** or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation from a doctor, dentist, chiropractor, physiotherapist or naturopath prior to the **Journey**. This includes chronic or ongoing medical or dental conditions which **You** were aware of, or of which **You** could expect to be aware of that may lead to a claim under this **Certificate**.

**Principal Country of Residence** shall mean that country in which the **Cardholder** has his/her principal place of residence. Immediate **Family** assumes the nationality of the **Cardholder** for the purposes of this insurance. In the event of dual nationality, the **Cardholder** assumes the nationality of their **Principal Country of Residence** for the purposes and for the duration of this insurance.

**Relative** shall mean **Spouse** or common law partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e) of a **Cardholder**.

**Serious Medical Condition** shall mean a condition, which in the opinion of a **BHSI Care and Concierge Physician** requires emergency medical treatment to avoid death or serious impairment to the **Cardholder's** health. In determining whether such a condition exists, the **BHSI Care and Concierge Physician** may consider the **Cardholder's** geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Services** shall mean the 24-hour assistance and other related emergency services to be provided by **BHSI Care and Concierge** as described in Section 6 of this **Certificate**.

**Spouse** shall mean either the **Cardholder's** legal wife/husband or, if the **Cardholder** is not married, the **Cardholder's** common law partner who has cohabited with the **Cardholder** at the same address for a continuous period of at least one (1) year prior to the **Journey**.

**Terrorist Activity** 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(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Transportation Network Company** shall mean a corporation, partnership, sole proprietor, or other entity, licensed by a government agency with the appropriate authority to issue such a license, that uses a digital network to connect riders to drivers who provide the transportation in their own **Non-commercial Vehicles**. It does not mean a taxicab association or a for-hire vehicle owner, unless using a **Transportation Network Company** to gain access to riders.

**Underwriters/We/Us** shall mean Berkshire Hathaway Specialty Insurance Company.

**Utilisation of Nuclear Weapons of Mass Destruction** shall mean the use of any explosive nuclear weapon or device or emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

**Utilisation of Chemical Weapons of Mass Destruction** shall mean the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitable distributed, is capable of causing incapacitating disablement or death amongst people or animals.

**Utilisation of Biological Weapons of Mass Destruction** shall mean the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and / or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

**War** shall mean Armed conflict between nations including forces acting for any international authority whether **War** be declared or not, invasion, civil war, armed hostilities, rebellion, revolution, insurrection, or military or usurped power.

**You** shall mean the **Cardholder**.

### **Section 3: GEOGRAPHICAL LIMITS**

3.1 The **Services** and **Benefits** described in this **Certificate** are provided on a worldwide basis.

### **Section 4: ELIGIBILITY**

- 4.1 Only those **Cardholders** who are not yet eighty-one (81) years old on the **Effective Date** or renewal date shall be eligible for **Benefits** and/or **Services** under this insurance.
- 4.2 The **Cardholder** is eligible for the **Benefits** and/or **Services** in accordance with the terms and conditions of this **Certificate** or any other eligibility criteria set by the **Policyholder** in writing with the prior agreement from **Underwriters** and/or **BHSI Care and Concierge**.
- 4.3 The **Benefits** and **Services** provided to the **Cardholders** shall be on a **Compulsory Inclusion** basis.

### **Section 5: PERIOD OF INSURANCE**

- 5.1 This **Certificate** shall commence on the **Effective Date** and shall be in force until the **Expiry Date**.
- 5.2 Any **Party** may immediately terminate this **Certificate** on written notice to the other **Party** in the event that:
- (i) the other **Party** shall be in **Default** of the performance or observance of any material covenants or provisions hereof and such **Party** shall have failed to remedy such

**Default** or breach within thirty (30) days after receiving written notice of such **Default** or breach; or

- (ii) any material representation or warranty made by the other **Party** is false or untrue when made; or
  - (iii) the other **Party** shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other **Party** for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.
- 5.3 In the event of termination or expiry of this **Certificate**, both **Parties** shall be relieved of all future liabilities as at the date of termination or **Expiry Date**, whichever is applicable.
- 5.4 All **Cardholders** are entitled to the **Benefits** and **Services** from the date of activation of their **Card** account or the date the **Cardholder** has been notified to **Underwriters**, whichever comes later and subject to the appropriate premium having been paid to **Underwriters**.
- 5.5 The entitlement to **Benefits** and **Services** will cease automatically on the date **Underwriters** receive written notification of the deletion of the **Cardholder** or the termination of the **Cardholder's** Executive Explorer **Card** account, whichever comes first.
- 5.6 A **Cardholder's** eligibility for the **Benefits** and **Services** shall cease on the earliest of:
- (i) the date the **Cardholder**, as shown, is no longer eligible for the **Benefits** and **Services** pursuant to this **Certificate**; or
  - (ii) the Date of Termination or **Expiry Date**, whichever occurs first.

## Section 6: MEDICAL AND TRAVEL ASSISTANCE SERVICES

### 6.1 Assistance **Services**

**BHSI Care and Concierge** will provide medical and travel assistance **Services** to the **Cardholder**. Those **Services** provided directly by **BHSI Care and Concierge** are covered under the terms of this **Certificate**, subject to the premium having been paid. Where a third party, such as a physician or courier, is utilised the provision of such **Services** is at the expense of the **Cardholder**, unless such costs are covered under the terms of this **Certificate**.

### 6.2 **BHSI Care and Concierge Services**

#### 6.2.1 Telephone assistance.

If contacted **BHSI Care and Concierge** will provide medical advice to the **Cardholder** by telephone, including information on inoculation requirements for travel. **BHSI Care and Concierge** will also provide information on travel visas. It must be noted that any such advice is inevitably limited by the circumstances and neither **BHSI Care and Concierge** nor **Underwriters** can be held liable for errors.

#### 6.2.2 Service Provider referral

If contacted, **BHSI Care and Concierge** will provide to the **Cardholder** contact details for medical or legal service providers, including physicians, dentists, lawyers, legal practitioners, interpreters, hospitals and other relevant persons or institutions. In such cases, whilst **BHSI Care and Concierge** exercises care and diligence in selecting the providers, does not provide the actual advice and is not responsible for the advice given or the outcome thereof. Further, unless the cost of the provision of the actual **Services** by third parties are covered by this **Certificate**, they must be borne separately by the **Cardholder**.

#### 6.2.3 Medical Monitoring

In the event of a **Cardholder** requiring hospitalisation, **BHSI Care and Concierge** will, if required, monitor the **Cardholder's** medical condition during and after hospitalisation until the beneficiary regains a normal state of health, subject to any and all obligations in respect of confidentiality and relevant authorisation.

#### 6.2.4 **Cardholder support**

In the event that **BHSI Care and Concierge** is contacted to report a lost or stolen **Card** or for account queries, **BHSI Care and Concierge** shall contact the **Policyholder's** customers service line as soon as practicable.

#### 6.2.5 **Guarantee of Payment**

If covered under the terms of this **Certificate**, **BHSI Care and Concierge** will guarantee or pay any required hospital admittance deposit on behalf of a **Cardholder**.

#### 6.3 **Third Party Services**

6.3.1 In the event of an emergency where, either the **Cardholder** cannot be adequately assessed by telephone for possible evacuation, or the **Cardholder** cannot be moved and local medical treatment is unavailable, **BHSI Care and Concierge** will, send an appropriately qualified medical practitioner to the **Cardholder**. **BHSI Care and Concierge** will not pay for the costs of such **Services** unless covered under the terms of this **Certificate**.

6.3.2 **BHSI Care and Concierge** will arrange to have delivered to the **Cardholder** essential medicine, drugs, medical supplies or medical equipment that are necessary for a **Cardholder's** care and/or treatment but which are not available at the **Cardholder's** location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. **BHSI Care and Concierge** will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof unless covered under the terms of this **Certificate**.

### **Section 7: EMERGENCY MEDICAL, EVACUATION & REPATRIATION EXPENSES**

#### 7.1 **Medical Expenses**

If a **Cardholder** incurs **Medical Expenses** whilst on a **Journey** as the direct result of the **Cardholder** sustaining **Bodily Injury** or suffering an **Illness**, the **Underwriters** will make a payment to the **Cardholder** in respect of such expenses up to the **Limit** shown in THE SCHEDULE OF BENEFITS.

#### 7.2 **Emergency Evacuation and Repatriation Expenses**

7.2.1 In the event that a **Cardholder** sustains **Bodily Injury** or suffers an **Illness** whilst on a **Journey**, and the **Cardholder** is in a **Serious Medical Condition**, and in the opinion of **BHSI Care and Concierge** such arrangements are necessary on medical grounds, **BHSI Care and Concierge** will arrange for the transportation for moving the **Cardholder** to the nearest hospital where appropriate medical care is available or **BHSI Care and Concierge** will arrange for the repatriation of the **Cardholder** to the **Principal Country of Residence**.

7.2.2 If required, **BHSI Care and Concierge** will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.

7.2.3 **BHSI Care and Concierge** reserves the right to decide whether the **Cardholder's** medical condition is sufficiently serious to warrant an emergency medical evacuation. **BHSI Care and Concierge** further reserves the right to decide the place to which the **Cardholder** shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances of which **BHSI Care and Concierge** is aware at the relevant time.

7.2.4 **BHSI Care and Concierge** reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which **BHSI Care and Concierge** is aware at the relevant time.

#### 7.3 **Transportation of Mortal Remains**

In the case of death of a **Cardholder** whilst on a **Journey** outside the **Principal Country of Residence**, **BHSI Care and Concierge** will arrange for transporting the **Cardholder's** mortal remains from the place of death to any location as may be reasonably selected by the **Cardholder's** legal personal representative.

#### 7.4 **Transportation to join a Cardholder**

7.4.1 **BHSI Care and Concierge** will arrange an economy class return ticket for a person chosen by the **Cardholder** to join the **Cardholder** who has been or will be hospitalized outside the **Principal Country of Residence** as a result of **Bodily Injury** or **Illness** for a period in excess of 7 (seven) consecutive days, subject to **BHSI Care and Concierge's** prior approval



and only when judged necessary by **BHSI Care and Concierge** on medical and compassionate grounds.

#### 7.5 Return of **Dependent Children**

- 7.5.1 If **Dependent Children** are left unattended as a result of a **Cardholder's Bodily Injury** or **Illness** whilst on a **Journey**, **BHSI Care and Concierge** will arrange the transportation for such **Dependent Children** by **Common Carrier** to their normal place of residence. Qualified attendants will be provided when deemed appropriate by **BHSI Care and Concierge**.

#### Specific Exclusions Applying to Section 7

- 7.6 In addition to the **General Exclusions**, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this section:
- (i) Expenses incurred after twelve (12) months from the date of the **Accident** or first manifestation of **Illness**;
  - (ii) Dental expenses unless incurred as a result of an **Illness** or **Bodily Injury**;
  - (iii) Optical expenses;
  - (iv) Treatment provided other than by a qualified medical practitioner;
  - (v) Expenses incurred within the **Principal Country of Residence**;
  - (vi) Expenses incurred which are non-medical in nature such as telephone calls, newspapers;
  - (vii) **Services** rendered without the authorisation and/or intervention of **BHSI Care and Concierge**;
  - (viii) Expenses which would have still been payable if the event giving rise to the intervention of **BHSI Care and Concierge**, had not occurred;
  - (ix) Elective cosmetic surgery;
  - (x) Expenses incurred for treatment not verified by a medical report;
  - (xi) Expenses for treatment that a **BHSI Care and Concierge Physician** considers are not medically necessary whilst on a **Journey** and can be treated on the **Cardholder's** return to their **Principal Country of Residence**;
  - (xii) Expenses incurred where the **Cardholder** in the opinion of the **BHSI Care and Concierge Physician** is physically able to return to his/her **Principal Country of Residence** seated as a normal passenger and without medical escort; and
  - (xiii) The first USD 100 (one hundred) per **Event** per **Cardholder**; being the **Excess** as stated in THE SCHEDULE OF BENEFITS.

### **Section 8: PERSONAL ACCIDENT COVER**

- 8.1. FULL TRIP (i.e. 24-Hour whilst on a Journey up to a maximum of ninety (90) days)
- 8.1.1 If a **Cardholder** sustains **Bodily Injury** during a **Journey** where at least fifty percent (50%) of the fare or hire charge has been charged to the **Cardholder's Card** and independently of any other cause such **Bodily Injury** results in the death, total and irrecoverable loss of sight in one or both eyes or Loss of Limb or **Permanent Total Disablement** of the **Cardholder** within 12 (twelve) months of the date of the **Accident** the **Underwriters** will pay to the **Cardholder**, or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in THE SCHEDULE OF BENEFITS .
- 8.1.2 The cover provided under Section 8.1.1 commences with the **Cardholder's** departure from home where such **Cardholder** normally resides and shall end upon return to that home.

#### Specific Exclusions Applying to Section 8

- 8.2 In addition to the **General Exclusions**, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for **Personal Accident**:

- (i) **Bodily Injury** which would have still been payable if the event giving rise to the intervention of **BHSI Care and Concierge** had not occurred;
- (ii) More than one claim under this Section 8 in connection with the same **Accident**;
- (iii) Medical or surgical treatment except where **Bodily Injury** renders such treatment as necessary; and
- (iv) **Bodily Injury** sustained other than whilst the **Cardholder** is on a **Journey**;

## Section 9: BAGGAGE

- 9.1 If, whilst on a **Journey**, a **Cardholder** sustains accidental loss of, theft of or damage to **Baggage**, the **Underwriters** will pay the **Cardholder** in respect of such loss, theft or damage up to the limits shown in THE SCHEDULE OF BENEFITS.
- 9.2 In order to be reimbursed by the **Underwriters**, the **Cardholder** must provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Stolen or damaged property will be valued allowing for wear and tear at the time of the loss, theft or damage.

### Specific Exclusions Applying to Section 9

- 9.3 In addition to the **General Exclusions**, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this Section:
- (i) More than USD 250 (two hundred and fifty) in respect of any one article;
  - (ii) More than USD 300 (three hundred) in respect of **Jewellery and Valuables** in total;
  - (iii) Claims in respect of accessories for vehicles or boats.
  - (iv) Loss or damage due to:
    - a) moths, vermin, wear and tear, depreciation, atmospheric or climatic condition or gradual deterioration;
    - b) mechanical or electrical failure;
    - c) any process of cleaning, repairing, restoring or alteration;
  - (v) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
  - (vi) Loss or theft not reported to either the police within 24 (twenty-four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier;
  - (vii) Loss or damage due to confiscation or detention by customs or any other authority;
  - (viii) Losses from unattended vehicles unless secured in a locked boot;
  - (ix) **Baggage** left in a vehicle between the hours of sunset and sunrise, even if protected by an alarm;
  - (x) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
  - (xi) Loss of or damage to contact, corneal or micro-corneal lenses;
  - (xii) The first USD 50 (fifty) of each and every claim;
  - (xiii) Loss of personal goods borrowed, hired or rented by the **Cardholder**.

## Section 10: INCONVENIENCE

### Baggage Delay

- 10.1 In the event of a **Cardholder's Baggage** being temporarily lost or misplaced on a **Journey** by

the airline, shipping line or their handling agents, the **Underwriters** will reimburse the **Cardholder** up to the limits as shown in THE SCHEDULE OF BENEFITS per hour's delay, to a maximum of 12 (twelve) hours. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

#### Loss of Travel Documents

10.2 In the event of a **Cardholder's** passport or visa being lost, stolen or destroyed during a **Journey**, the **Underwriters** will reimburse the **Cardholder** up to the limits as shown in THE SCHEDULE OF BENEFITS for the following:

- a. the cost of the **Cardholder's** necessary extra travel and accommodation expenses as well as administration costs for the issuing of the emergency passport and/or visa the **Cardholder** needs to continue the **Journey** or return to his/her **Principal Country of Residence**; and
- b. the equivalent cost (based on the current standard replacement costs) of the period remaining on your passport that is lost or has been stolen or destroyed.

10.3 The **Cardholder** must have taken necessary steps to keep his/her passport and/or visa safe and to recover it, where possible. In order to be reimbursed by the **Underwriters**, the **Cardholder** must provide a loss report from the consulate or embassy where the loss happened detailing the date of loss, notification of loss and confirmation of the cost of the replacement or emergency passport or visa.

#### Specific Exclusions Applying to Section 10

10.4 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this Section:

- (i) In respect of Baggage Delay, payment for the first 4 hours of delay, being the Excess as stated in THE SCHEDULE OF BENEFITS.
- (ii) Delay resulting from the failure of the **Cardholder** to provide the necessary correct documentation;
- (iii) Delay resulting from the failure of the **Cardholder** to allow reasonable time to reach the point of departure given the circumstances known at the time;
- (iv) Delay arising as a result of any official Government suspension or cancellation of a service;
- (v) Active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections;
- (vi) Loss, temporary loss/misplacement not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;
- (vii) In respect of Loss of Travel Documents, passports or visas left unattended in a motor vehicle or a public area;
- (viii) In respect of Loss of Travel Documents, losses caused by differences in exchange rates and foreign currency transaction fees imposed by the **Cardholder's** bank or credit card issuer.

#### **Section 11: GENERAL CONDITIONS**

11.1 The **Cardholder** must take reasonable care to prevent loss, theft, damage, expense, liability, **Bodily Injury** or **Illness**, and to protect, save and/or recover **Baggage** and **Money**.

11.2 **BHSI Care and Concierge** shall use its best endeavours to provide the **Benefits** and **Services** described in this **Certificate** but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on **BHSI Care and Concierge** obtaining the necessary authorisations issued by the various authorities concerned. **BHSI Care and**

**Concierge** shall not be required to provide **Benefits** and **Services** to the **Cardholders**, who in the sole opinion of **BHSI Care and Concierge** are located in areas which represent **War** risks, political or other conditions such as to make such **Services** impossible or reasonably impracticable.

- 11.3 Written notice of any event or proceedings which may give rise to a claim shall be given to **Underwriters** within thirty (30) days of the occurrence or as soon as reasonably practicable. Failure to give such notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible. All certificates, information, consents and evidence required by **Underwriters** shall be provided at the expense of the **Cardholder** or their legal representative. A claim form must be completed by the **Cardholder** and submitted to **Underwriters** within ninety (90) days of such event. This time limit may be extended subject to the prior approval of **Underwriters** where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 11.4 If fraudulent means or devices are used by the **Cardholder** and/or anyone acting on his/her behalf, to obtain any **Benefits** or **Services** provided under this **Certificate**, any and all rights in respect of the concerned **Cardholder** in terms of this **Policy** shall be forfeited from the date of the fraudulent act.
- 11.5 If the **Benefits** and **Services** of this **Certificate** are covered in whole or in part by any other insurance and/or national insurance programme and/or any other source, the **Cardholder** shall only be entitled to claim those costs, which cannot be recovered by the **Cardholder** from such other sources.
- 11.6 Any portion of a **Cardholder's** travel ticket, which is unused following the provision of evacuation /repatriation **Services** or cancellation **Benefits**, is to be surrendered to the claims administrator.
- 11.7 **Underwriters** may at any time and at their own expense and without prejudice to this **Certificate** take proceedings in the name of the **Cardholder** to obtain compensation or secure a payment from any third party in respect of any event giving rise to the provision of **Benefits** and **Services**.
- 11.8 Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that sections 7 and 8 of this insurance covers **Bodily Injury** directly or indirectly caused by, resulting from, or in connection with any of the following;

1. **War**, hostilities or warlike operations (whether **War** be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
5. Civil war,
6. Riot,
7. Rebellion,
8. Insurrection,
9. Revolution,
10. Overthrow of the legally constituted government,
11. Civil commotion assuming the proportions of, or amounting to, an uprising,
12. Military or usurped power,
13. Explosions of **War** weapons,
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether **War** be declared with that state or not,
15. **Terrorist Activity**.

always provided that

- (a) the insured person(s) are not actively participating in any, or all, of (1) to (15) above, and
- (b) none of (1) to (15) above are the result of the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction** howsoever these may be distributed or combined, and
- (c) this Insurance does not cover loss consequent on:

(x) **War**, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or

(xx) **War** in Europe, whether declared or not, other than:

(i) civil **War**,

(ii) any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged.

If the **Underwriters** allege that by reason of this definition any claim is not covered by this insurance the burden of proving the contrary shall be upon the **Policyholder**.

## Section 12: GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This **Certificate** does not cover:

- 12.1 Expenses, which are more specifically covered by or recoverable from any other insurance policy or national insurance programme under which the **Cardholder** is covered;
- 12.2 Expenses incurred as a result of claims for **Events** occurring after the **Journey**;
- 12.3 The provision of **Services** where a **Cardholder** is over eighty (81) years of age at the **Effective Date** of the Agreement or any subsequent **Journey**;
- 12.4 Any **Pre-existing Health Disorder or Condition** for which the **Cardholder** is receiving medical treatment, advice or consultation at the time of travelling or at the time of arranging travel;
- 12.5 Any **Journey** booked or undertaken against medical advice;
- 12.6 Situations where a **Journey** was specifically undertaken with the intention of obtaining medical treatment;
- 12.7 Situations where a **Journey** was booked after receipt of a terminal prognosis to the **Cardholder** or **Relative**;
- 12.8 Expenses related to psychiatric disorders infirmities or conditions for which treatment has previously been received;
- 12.9 Expenses related to pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the seventh (7<sup>th</sup>) month at the start of a **Journey**;
- 12.10 Situations arising from or in any way connected with a willfully self-inflicted **Bodily Injury** or **Illness**, insanity, alcohol, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life) including suicide;
- 12.11 Claims resulting from the failure of the **Cardholder** to exercise all reasonable care to protect themselves and their property;
- 12.12 The commission of, or the attempt to commit, an unlawful act;
- 12.13 The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
- 12.14 Nuclear reaction, nuclear radiation or radioactive contamination;
- 12.15 Consequential loss other than stated as being specifically covered;
- 12.16 **Services** provided by any **Party** other than **BHSI Care and Concierge** for which no charge would be made if this **Certificate** were not in place;
- 12.17 Claims notified more than ninety (90) days after the date of loss;

- 12.18 The **Cardholder** exercising any form of hazardous work in connection with any business, trade or profession;
- 12.19 The **Cardholder** engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- 12.20 Any expense related to **Accident** or injury occurring while the **Cardholder** is engaged in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- 12.21 The **Cardholder** engaging in any winter sports;
- 12.22 Any claim arising from or related to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).
- 12.23 Any form of financial guarantee, surety or credit indemnity.

### **Section 13: REQUESTING EMERGENCY ASSISTANCE (MEDICAL CLAIMS)**

- 13.1 The **Cardholder** should use the **Services** of the following named assistance company to the full for all emergency medical matters, in-patient hospital treatment and evacuation/repatriation. The assistance company will be solely responsible for all decisions on the most suitable practical and reasonable solution to any problem, and all such assistance is subject to the prior approval of said assistance company:

#### **BHSI Care and Concierge**

Telephone: +852 2863 5781

**BHSI Care and Concierge** may be contacted at any time, should the **Cardholder** require advice or assistance regarding all emergency medical matters.

In the event of a **Cardholder** requiring in-patient hospital treatment and/or evacuation/repatriation, it is imperative that **BHSI Care and Concierge** is contacted and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.

**BHSI Care and Concierge** must be informed that this Insurance covers the person concerned and the following details must be provided:

- The **Cardholder** name and address.
- The **Cardholder** address they are staying at.
- The name and phone number of the doctor and hospital treating the **Cardholder**.
- The Contract of Insurance number shown on the Schedule.
- The **Period of Insurance** shown on the Schedule.
- The first 6 digits of the Cardholder's Card.
- The nature of the emergency.

**Failure to contact BHSI Care and Concierge and obtain authorisation may prejudice the claim and may mean that not all the costs involved will be paid. The Cardholder should not attempt to find their own solution and then expect full reimbursement from the Insurers without prior approval first having been obtained from BHSI Care and Concierge.**

### **Section 14: HOW TO MAKE A CLAIM (NON EMERGENCY CONTACT)**

- 14.1 In the event of an **Event** occurring that may give rise to a claim under this **Certificate**, the **Cardholder**, or his representative, should call our 24-Hour number +852 800 961 735.

In the event a claimant wishes to correspond using an email facility after initially registering a claim via telephone communication, they may correspond using email: [asiaahclaims@bhspecialty.com](mailto:asiaahclaims@bhspecialty.com)

- 14.2 The **Cardholder** must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what you are intending to claim for is covered. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.
- 14.3 Upon contacting the **Underwriters** to report a claim, the **Cardholder** should request a claim form, which should be returned to the address given within twenty-eight (28) days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

## Section 15: COMPLAINTS PROCEDURE

**We** will do everything possible to provide a quality service to **You**. However, **We** recognise that occasionally there may be some aspect of **Our** service or a decision **We** have made that **You** wish to query or to which **You** wish to draw **Our** attention.

If **You** would like to make a complaint **You** can do so by emailing the relevant department set out below. In most cases they will be able to resolve the matter. If not **You** will be referred to a manager who will attempt to resolve the matter. A response will be provided within fifteen (15) business days of **Your** complaint.

**By Phone:** We'd prefer to handle all complaints via email address below.  
**By Email:** [asiaahclaims@bhspecialty.com](mailto:asiaahclaims@bhspecialty.com)  
**By Mail:** Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA)  
Suites 2106-10, 21/F Devon House  
Taikoo Place, 979 King's Road  
Island East, Hong Kong

If **Your** complaint relates to, or if **You** have any concerns about, the sale of **Your Policy**, please email **Us** at [Complaints.hongkong@bhspecialty.com](mailto:Complaints.hongkong@bhspecialty.com).

## Section 16: OTHER PROVISIONS

### Your obligation to comply with the policy terms and conditions

**You** are required to comply with the terms and conditions of the **Policy**. Please note that if **You** fail to do so, **We** may (to the extent permitted by law) reduce **Our** liability to **You** under this **Policy** in respect of a claim or discharge or cancel **Your Policy**.

If more than one person is insured under the **Policy**, a failure or wrongful action by one of those persons may adversely affect the rights of other persons insured under the **Policy**.

### Privacy Notice

At Berkshire Hathaway Specialty Insurance Company, we are committed to protecting your personal information and respecting the data protection and privacy rights you have under applicable law and regulations.

**We** collect, use and process **Your** personal information and the personal information of the insured persons in accordance with the provisions of the Personal Data Protection Act (PDPA) Please refer to the full version of Our Data Privacy Policy found at <https://bhspecialty.com/privacy-policy/>.

If **You** have any questions about how **We** collect, use and disclose personal data please contact the Data Protection Officer at [asia.privacy.compliance@bhspecialty.com](mailto:asia.privacy.compliance@bhspecialty.com).

## Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Cyber Risks Endorsement

**Underwriters** will not pay for any loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

However, subject to the terms and conditions of the **Policy**, **Cardholders** are covered up to the amount(s) stated in the THE SCHEDULE OF BENEFITS for:

- Emergency Medical, Evacuation & Repatriation Expenses (Section 7) and
- Personal Accident Benefit (Section 8)

as a result of **Cardholders'** serious illness or injury or death, due to any of i, ii or iii above.

# RIDE SHARE PROTECTION

## CERTIFICATE WORDING

### Contents

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## I. SCHEDULE OF BENEFITS

<b>Benefit</b>	<b>Benefit Limit in USD per Eligible Person per event</b>
<b>Personal Property</b>	USD 250
<b>Travel Accident</b>	USD 250,000



## II. DEFINITIONS

**Card** means a valid Executive Explorer card issued by the Policyholder.

**Cardholder** means any person not yet eighty-one (81) years old who has a valid Card.

**Eligible Account** means a Card account on which the record of the fare for the Trip is made.

**Eligible Person** means a Cardholder or Traveling Companion(s) for whom the required fare is paid using an Eligible Account. No person or entity other than the Eligible Person(s) described shall have any legal or equitable right, remedy claim or insurance proceeds arising under or arising out of this coverage.

**Event** means a sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event is limited to seventy-two (72) consecutive hours and within a fifteen (15) kilometres radius of the event.

**Family Member** means the Eligible Person's, spouse, civil union partner, domestic partner, child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, grandchild, step-grandchild, step-child, step-brother, step-sister, step-parent, parent-in-law, brother-in-law, sister-in-law, aunt, step-aunt, uncle, step-uncle, niece, nephew, legal guardian, foster child, ward, or legal ward; spouse, civil union partner or domestic partner of any of the above. Family Member also includes these relations to the Eligible Person's spouse, civil union partner or domestic partner.

**First Responder** means an individual who is a trained or certified law enforcement officer or fire and rescue emergency individual or emergency medical technician or paramedic who, upon arriving to an incident or emergency, assumes immediate responsibility for the protection and preservation of life, property, evidence and the environment.

**Injury/Injured** means a bodily Injury caused by an accident occurring while the Eligible Person is 1) on a Trip, 2) his/her coverage under the Policy is in force and 3) resulting directly and independently of all other causes of loss covered by the policy. The Injury must be verified by a Physician.

**Insurer/We/Us** means Berkshire Hathaway Specialty Insurance Company.

**Non-commercial Vehicle** means a motor vehicle with at least four wheels designed and constructed for the carriage of passengers and comprising no more than eight seats in addition to the driver's seat.

**Paralysis** means total loss of use. A Physician must determine the loss of use to be complete and not reversible at the time the claim is submitted.

**Permanent Total Disablement** means disablement which medical evidence confirms, which has prevented the Eligible Person from engaging in any and every gainful occupation for at least twelve (12) months and will in all probability entirely prevent the Eligible Person from engaging in any and every gainful occupation whatsoever for the remainder of his/her life.

**Personal Property** means personal goods belonging to the Eligible Person or for which he or she is responsible provided they are taken on the Trip or acquired by the Eligible Person during the Trip.

**Physician** means a doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not the Cardholder, a Family Member or a Traveling Companion.

**Police Report** means a report completed by a police officer that details that the loss occurred while the Eligible Person was riding as a passenger on a Trip.

**Policyholder:** Bank of America N.A.

**Terrorist Activity** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Transportation Network Company** means a corporation, partnership, sole proprietor, or other entity, licensed by a government agency with the appropriate authority to issue such a license, that uses a digital

network to connect riders to drivers who provide the transportation in their own Non-commercial Vehicles. It does not mean a taxicab association or a for-hire vehicle owner, unless using a Transportation Network Company to gain access to riders.

**Traveling Companion(s)** means a person(s) who shares the Cardholder's Trip and for whom the fare has been paid for by the Cardholder.

**Trip** means a period of travel booked through a Transportation Network Company charged to an Eligible Account by a Cardholder.

**Utilisation of Biological weapons of mass destruction** means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and / or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

**Utilisation of Chemical weapons of mass destruction** means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitable distributed, is capable of causing incapacitating disablement or death amongst people or animals.

**Utilisation of Nuclear Weapons of Mass Destruction** means the use of any explosive nuclear weapon or device or emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

**You** means the Cardholder.

### III. – RIDE SHARE PROTECTION COVER

#### PURPOSE OF THE COVERAGE

##### Personal Property

The Personal Property benefit reimburses the reasonable cost, up to the limit shown in the I. SCHEDULE OF BENEFITS section, for replacement of any Personal Property that is lost, damaged or totally destroyed, while the Cardholder and their Traveling Companion(s) are on a Trip. In the event of an accident, the Insurer will require certification by a police or First Responder, in an incident report that the item claimed was actually lost, damaged or totally destroyed.

For lost items, the Eligible Person must follow the appropriate rideshare procedures for reporting lost items within twenty-four (24) hours. Proof of contact and settlement, if any, will be needed for the claim process.

At its discretion and depending on the nature and circumstances of the incident, the Insurer may choose to address the claim in one of two ways:

1. A damaged or totally destroyed item may be repaired, rebuilt or replaced wholly or in part.
2. A lost item may be replaced.

The Eligible person will be notified of the decision to repair, rebuild or replace the item within fifteen (15) days following receipt of the required documentation. Replacement costs will be the actual cash value (replacement cost less depreciation) of the articles at the time of loss up to the maximum benefit amount.

##### Travel Accident

Travel Accident coverage up to the limit shown in the I. SCHEDULE OF BENEFITS section, for accidental loss of life, limb, sight, speech or hearing while on a covered Trip pre-arranged by a Transportation Network Company. If the Eligible Person's Injuries occur while on a covered Trip and results in a loss within three hundred and sixty-five (365) days of an accident, the Insurer will pay the following percentage of the loss shown in the table below.

Loss	Percentage of Loss of Life Benefit Amount
Loss of life; Permanent Total Disablement; Total Paralysis of at least two limbs; Total and irrecoverable loss of sight of both eyes; Loss of two limbs or Paralysis of two limbs; Total and	100%

irrecoverable loss of speech and hearing (both ears)	
Total and irrecoverable loss of hearing (both ears)	75%
Total and irrecoverable loss of sight of one eye	55%
Loss of one Limb or Paralysis of one Limb	50%
Total and irrecoverable loss of hearing (one ear)	15%

The accident must occur while the Eligible Person is on a Trip and is covered under the policy. Coverage applies in the event the Eligible Person is injured while riding as a passenger as well as entering and exiting a vehicle used on a Trip. If more than one loss is sustained by the Eligible Person as a result of the same accident, only one amount, the largest applicable to the losses incurred, will be paid. The Insurer will not pay more than one hundred percent (100%) of the maximum limit for all losses due to the same accident. Loss must occur within three hundred and sixty-five (365) days after the accident.

### **EFFECT AND DURATION OF THE COVER**

The insurance cover will come into play as from the day on which the Cardholder receives his/her Card. It will cease automatically on the termination of the Cardholder's Eligible Account.

### **TERRITORIAL SCOPE**

Coverage applies worldwide.

### **PASSIVE WAR AND TERRORISM EXTENSION**

Notwithstanding any provision to the contrary within this Notice of Information, or any endorsement thereto, it is agreed that this insurance covers an Injury or damage directly or indirectly caused by, resulting from, or in connection with any of the following:

1. War, hostilities or warlike operations (whether War be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs,
5. Civil war,
6. Riot,
7. Rebellion,
8. Insurrection,
9. Revolution,
10. Overthrow of the legally constituted government,
11. Civil commotion assuming the proportions of, or amounting to, an uprising,
12. Military or usurped power,
13. Explosions of War weapons,
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether War be declared with that state or not,
15. Terrorist Activity.

always provided that

- (a) the Eligible Person(s) are not actively participating in any, or all, of (1) to (15) above, and
- (b) none of (1) to (15) above are the result of the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction howsoever these may be distributed or combined, and
- (c) this Insurance does not cover loss consequent on:
  - (i) War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
  - (ii) War in Europe, whether declared or not, other than:
    - a. civil War,

- b. any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (i) above or any armed forces thereof are engaged.

If the Insurer alleges that by reason of this definition any claim is not covered by this insurance the burden of proving the contrary shall be upon the Eligible Person.

## **CYBER RISKS ENDORSEMENT**

The Insurer will not pay for any loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

However, subject to the terms and conditions of the Policy, the Eligible Person is covered up to the amount(s) stated in the SCHEDULE OF BENEFITS for:

- Travel Accident Benefit (Section III)

as a result of the Eligible Person's Injury or death, due to any of i, ii or iii above.

## **IMPORTANT:**

**In order to benefit from this insurance, the Cardholder must use his/her Card to charge the entire amount of the required fare to the Eligible Account.**

**Ride Share protection is secondary to all other valid and collectible insurance or other sources of indemnity benefits provided by the Transportation Network Company (including, but not limited to, goodwill payments, refunds, credit/ vouchers). This means that coverage is limited only to those amounts not covered by any other insurance or indemnity, or Transportation Network Company benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).**

## **IV. – DECLARATION OF A CLAIM**

Should an event occur that may give rise to a claim under this coverage, the Eligible Person, or his/her representative, should call our 24- Hour number +852 800 961 735.

In the event a claimant wishes to correspond using an email facility after initially registering a claim via telephone communication, they may correspond using email: [asiaahclaims@bhspecialty.com](mailto:asiaahclaims@bhspecialty.com).

The Eligible Person must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.

Upon contacting the Insurer to report a claim, the Eligible Person should request a claim form, which should be returned to the address given within 28 days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

### **Documentary evidence**

In order to seek compensation, the Eligible Person will need to supply the following documents:

- A completed and signed claim form
- A copy of the original purchase receipt
- A copy of the receipt or booking confirmation received from the Transportation Network Company (showing the last four [4] digits of the card number) demonstrating that the purchase was made using the Eligible Account. If the receipt or booking confirmation does not show the last four (4) digits of the card number, a monthly billing statement reflecting this charge may be required
- Other documents as requested deemed necessary per individual case by the claims handler.

Personal Property

- For an item damaged or totally destroyed due to an accident, the Insurer will require an incident report from the police or First Responder stating that the item claimed was actually damaged or destroyed.
- If the item is lost, please provide proof that the loss was reported within 24 hours to the police or Transportation Network Company as well as any settlement, if any.

#### Travel Accident

- Police report or First Responder accident report completed by the First Responder which identifies the Cardholder and Traveling Companion(s) as Injured.
- When required, a signed patient authorization to release medical information to the Insurer or its authorized representative
- All medical bills and reports for all medical expenses claimed
- If a death occurs, a copy of the death certificate

#### **Complaints procedure**

We will do everything possible to provide a quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or to which You wish to draw Our attention.

If You would like to make a complaint You can do so by emailing the relevant department set out below. In most cases they will be able to resolve the matter. If not You will be referred to a manager who will attempt to resolve the matter. A response will be provided within fifteen (15) business days of Your complaint.

**By Phone:** We'd prefer to handle all complaints via email address below.  
**By Email:** [asiaahclaims@bhspecialty.com](mailto:asiaahclaims@bhspecialty.com)  
**By Mail:** Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA)  
 Suites 2106-10, 21/F Devon House  
 Taikoo Place, 979 King's Road  
 Island East, Hong Kong

If Your complaint relates to, or if You have any concerns about, the sale of Your Policy, please email Us at [Complaints.hongkong@bhspecialty.com](mailto:Complaints.hongkong@bhspecialty.com).

#### **V. – GENERAL CONDITIONS**

The Eligible Person must take reasonable care to prevent loss, theft, damage, and to protect, save and/or recover Personal Property.

If fraudulent means or devices are used by the Eligible Person and/or anyone acting on his/her behalf, to obtain compensation under this insurance, any and all rights in respect of the concerned Eligible Person in terms of this insurance shall be forfeited from the date of the fraudulent act.

The Insurer has the right to have a Physician of their choice examine the Eligible Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. The Insurer also has the right to request an autopsy in the case of death, unless the law forbids it. The Insurer will pay the cost of the examination or autopsy.

This Ride Share Protection insurance is provided to eligible Cardholders at no additional cost. The terms and conditions contained in this Certificate may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional mailings, statement inserts, statement messages or electronic notification. The benefits described in this document will not apply to Cardholders whose accounts have been suspended or cancelled.

Written notice of any event or proceedings which may give rise to a claim shall be given to the Insurer within thirty (30) days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by the Insurer shall be provided at the expense of the Cardholder or their legal representative. A claim form must be completed by the Cardholder and submitted to the Insurer within ninety (90) days of such event. This time limit may be extended subject to the prior approval of the Insurer where supporting accounts are not available in time.

Sanction Limitation and Exclusion Clause - No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **VI. – EXCLUSIONS**

**This insurance excludes claims in respect of the following:**

- Rides in motorbikes, scooters and vehicles with more than nine (9) seats
- Commission of or attempt to commit an unlawful act by the Cardholder.
- Active participation in war (whether declared or not), civil war, invasion, act of foreign enemy, hostilities, rebellion, riot, revolution, insurrection and act of terrorism
- Nuclear reaction, nuclear radiation or radioactive contamination

### Personal Property

In respect to Personal Property, the following exclusions apply to and no benefit will be provided for:

1. Damage caused by moths, vermin, insects, or other animals
2. Wear and tear
3. Atmospheric or climatic conditions
4. Tickets of any kind (e.g. for airlines, sporting events, concerts or lottery)
5. Money, securities, credit cards, checks, traveler's checks, visas, negotiable instruments, bullion, rare stamps or coins
6. Consumable or perishable items (including, but not limited to: food, perfume, light bulbs, batteries)
7. Animals or living plants
8. Gradual deterioration or defective materials or craftsmanship
9. Mechanical or electrical failure
10. More than a reasonable proportion of the total value of the set where the loss or damaged article is part of a set or pair
11. Any loss not reported to either the police or Transportation Network Company within 24 hours of discovery
12. Any loss that occurs at a time when this coverage is not in effect

### Travel Accident

In respect to Travel Accident, the following exclusions will apply for any loss caused by or resulting from:

1. Sickness or disease of any kind
2. Stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm
3. Intentionally self-inflicted Injury, suicide or attempted suicide of the Eligible Person while sane or insane
4. Participation in a race or speed contest
5. Any illness or bodily Injury which occurs in the course of employment if benefits or compensation is available, in whole or in part, under the provisions of any legislation of any governmental unit; this exclusion applies regardless of whether the Cardholder and their Traveling Companion(s) claims the benefits or compensation or recovers losses from a third party