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Terms & Conditions for Free COVID-19 Protection Insurance Cover for Hong Kong Klook customers

This Free COVID-19 Protection Insurance Cover ("Cover") is offered and insured by the Sompo Insurance (Hong Kong) Company Limited ("Company"). The Cover includes Hospital Cash Benefit and Funeral Expenses Benefit.

Part A – Definitions

- Insured** means any person who must be the Klook customers purchasing designated travel products at Klook booking platform during the Period of Insurance and meet the requirement as defined in the Schedule whose age is over the age of six (6) months but has not yet attained the age of seventy-five (75) years, currently residing in Hong Kong and holding a valid Hong Kong Identity Card on the commencement date of the Insured Effective Period and is receiving the confirmation email from Klook while his/her full name, gender, booking number and/or travel period are provided by Klook to the Company.
- Insurance Start Date** means the first day on which an Insured is selected to effect and is covered by this Policy. The Insured must be selected the start date of the insurance within one (1) month of the date of booking.
- Insured Effective Period** means within thirty-one (31) days commencing from the Insurance Start Date (both dates inclusive), which will be stated in the confirmation email provided by Klook.
- Compulsory Quarantine** means a situation which compulsory quarantine with continuous medical surveillance is required as per the latest announcement from the Hong Kong Government or statutory organizations in Hong Kong, including but not limited to quarantine in quarantine centers, quarantine camps, at home or in hotel, or the quarantine for designation region or location as announced by the Hong Kong Government or statutory organizations in Hong Kong.
- Confinement or Confined** means an admission of an Insured to a Hospital that is recommended by a Registered Medical Practitioner for medical treatment or service and as an inpatient for stay in the Hospital prior to his discharge. Confinement shall be evidenced by a daily room charge invoiced by the Hospital.
- COVID-19** means a diagnosed and confirmed case of COVID-19 as defined by the World Health Organization and supported by a relevant test report or proven by relevant confirmatory medical report. Clinical diagnosis alone will not be sufficient to meet this standard.
- Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.
- Hospital** means an establishment duly constituted and registered as a hospital under the laws of Hong Kong, which is for providing medical service, care and treatment of sick and injured persons as resident inpatient, and which:
 - has facilities for diagnosis and major operations;
 - provides twenty-four (24) hours nursing services by licensed or registered nurses;
 - has one (1) or more Registered Medical Practitioners; and
 - is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or similar establishment.
- Immediate Family Member** refers to a person's legal spouse, child (natural, step or adopted); sibling; sibling-in-law; parent; parent-in-law; grandparent; grandchild; legal guardian or step-parent.
- Pre-existing Conditions** means in respect of an Insured, any sickness, disease, injury, physical, medical or mental condition which: (i) has been existed; or (ii) has been diagnosed; or (iii) has manifested clear and distinct signs or symptoms of which the Insured is aware or should have reasonably been aware; or (iv) medical advice or treatment has been sought, recommended or received, prior to the commencement date of Insured Effective Date.
- Registered Medical Practitioner, Doctor, Physician** means a medical practitioner of western medicine (other than the Insured, an insurance intermediary or an employer, employee, Immediate Family Member or business partner of the Insured [unless approved in advance by the Company in writing]) who is (i) duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Chapter 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and (ii) legally authorized for rendering medical and surgical service as a practitioner of western medicine in the locality where the treatment is provided to an Insured. If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.

Part B – Schedule of Benefits

Benefits	Maximum Limits (US Dollars) Per Insured
Hospital Cash Benefit - US\$150 per day, 10 days at maximum	\$1,500
Funeral Expenses Benefit	\$15,000

1. **Hospital Cash Benefit**

If any of the Insured(s) is unfortunately diagnosed of COVID-19 confirmed case within the Insured Effective Period and is Confined in a Hospital in Hong Kong as a bed patient, the Company will pay a daily hospital cash allowance as stated in the Schedule of Benefits for each complete day (i.e. a continuous period of 24 hours) of the Insured's Confinement during the Insured Effective Period, subject to the maximum limits as stated in the Schedule of Benefits.

For the avoidance of doubt, this benefit under the Policy shall be terminated at mid-night (Hong Kong time) on the last day of that Insured Effective Period. If an Insured is Confined in a Hospital for a confirmed case of COVID-19 at the time before such termination, then this benefit under the Policy shall be terminated at the time when the Insured is discharged from the Hospital or until the Insured's benefit shall have been exhausted, whichever is earlier.

2. **Funeral Expenses Benefit**

If any of the Insured(s) is unfortunately diagnosed of COVID-19 confirmed case within the Insured Effective Period and decease as a direct result of COVID-19 within the Insured Effective Period, the Company shall reimburse the reasonable and necessary expense in respect of any funeral expense incurred up to the maximum limit as stated in the Schedule of Benefits to the legal representative.

This benefit does not cover any expenses which will be paid or refunded by any insurance scheme, government programme or any other third party.

Part C – Exclusions

The Company shall not pay any claims, costs, benefits or expenses incurred in relation to or arising from the followings:

1. Any sickness and disease which is not caused by, related to or occasioned by COVID-19;
2. Routine health checks or convalescence, custodial, rest care, or any investigation(s) not directly related to Hospital admission, diagnosis or illness;
3. Any Pre-existing Conditions;
4. The Insured has already been diagnosed and confirmed of or already has signs or symptoms of COVID-19 occurred within fourteen (14) days before the Insurance Start Date and is subsequently confirmed of COVID-19 case;
5. The Insured was under Compulsory Quarantine in the past fourteen (14) days from the Insurance Start Date;
6. At the first day of Insured Effective Date, anyone residing in the same address as the Insured(s): (i) is under Compulsory Quarantine at home, or (ii) is being recommended by Doctor or the Government of the Hong Kong to undergo COVID-19 diagnostic test, or (iii) is awaiting the result of COVID-19 diagnostic test;
7. On or after the Insured Effective Date, the Insured(s) has been under Compulsory Quarantine due to entry into Hong Kong from places outside the territories of Hong Kong;
8. On or after the Insured Effective Date, anyone residing in the same address as the Insured(s) has been under Compulsory Quarantine at home due to entry into Hong Kong from places outside the territories of Hong Kong;
9. The Insured(s) is diagnosed with COVID-19 outside Hong Kong;
10. Terrorist attack using biochemical weapons of any kind;
11. Sanction Limitation and Exclusion Clause
The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claims or provide any benefit hereunder to the extent that the provision of such cover, payment of such claims or provision of such benefit would expose that the Company 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.

Part D – General Conditions

1. **Territorial Scope of Cover**

Insurance cover and all benefits described in this Policy are applicable to Hong Kong.

2. **Limitation of Benefit**

- (a) The Company shall only be liable to pay per life a one-time Hospital Cash benefit and/or one-time Funeral Expenses benefit in respect of any coverage for COVID-19 protection; and
- (b) If the Insured is covered under more than one coverage for COVID-19 protection provided by the Company, the benefits shall be paid under the coverage with the highest amount.

3. **Abandoned Claims**

If the Company declines any claim under this Policy and the Policyholder and/or Insured does not initiate any legal action in respect of such claim within twelve (12) calendar months from the date of such decline, then the claim shall for all purposes be deemed to have been irrevocably abandoned and shall not thereafter be recoverable.

4. Claims Procedures

- (a) Written notice and proof of any claim must be given to the Company within thirty (30) days (i) after COVID-19 was first treated and/or (ii) after the date on which the Insured is discharged from the Hospital and/or (iii) after the date on which the Insured is deceased.
- (b) Download the claim form from Company's website.
- (c) Fully completing the claim form prescribed by the Company and submit it together with all original receipts and/or original itemized bills and the following necessary documents:-
 - (i) Copy of Hong Kong identity card
 - (ii) Proof of relationship (as applicable)
 - (iii) Proof of address (as applicable)
 - (iv) Travel records (as applicable)
 - (v) A proof of Diagnosis (such as medical report, discharge summary) and Hospital Confinement documents (applicable for Hospital Cash Benefit)
 - (vi) A proof of Diagnosis (such as medical report, discharge summary) and death certificate (applicable for Funeral Expenses Benefit)
- (d) Failure to give notice and proof a claim within the specified time period will result in rejection of such claim unless it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.
- (e) The above lists out the basic required documents only. The Company may require further submission of additional documents, information, certificates, evidence, medical reports or other materials relevant to the claim if deemed necessary for claims assessment purpose. All certificates, information and evidence that are reasonably required by the Company and which can be reasonably provided by the claimant shall be furnished at the expenses of the claimant. The Company shall not accept liability for any claims if the required or additional information is not received within sixty (60) days from the issue date of any written request(s) unless otherwise agreed and approved by the Company.
- (f) Failure by the Insured to comply with the claims procedures 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 insurance coverage for the Insured under this Policy shall be voidable at the entire discretion of the Company and no claim shall be payable by the Company.

5. Payment of Claims

Payment of any claims, or a portion of any claims under any part or parts of this Policy is made without prejudice and any payment shall not be an admission of liability under any part or parts of this Policy.

All payment under this Policy will be payable to the Insured, or to the Insured's parents or the legal guardian if the Insured is minor aged below eighteen (18), or to Insured's legal representative in case Insured has deceased at the time of payment.

6. Currency

All the amounts payable to or by the Company shall be made in United States or Hong Kong dollars including payment of premiums and payments of claims. Any claims for eligible expenses made by the Insured in any foreign currency shall be converted in Hong Kong dollars or to the currency specified in the Schedule of Benefits. The currency exchange rate is solely determined by the Company with reference to the prevailing market rate.

7. Personal Data Privacy

The Company shall comply with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and the related codes, guidelines and circulars.

8. Governing Law

This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong. The Company and Insured agree to be subject to the exclusive jurisdiction of the Hong Kong courts over any disputes.