

**DAH SING MILEAGE PLUS MASTERCARD
TRAVEL INSURANCE CERTIFICATE
(Period of Insurance – From 1st January 2008 to 31st December 2008)**

IN CONSIDERATION OF the **Policyholder** (as specified in the Schedule) having paid to Dah Sing Insurance Company Limited (hereinafter called the Company) the prescribed premium and subject to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon if anytime during the Period of Insurance stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy the **Insured Person** shall sustain loss of life caused solely and directly by violent accidental external and visible means and being the sole and direct cause of the Insured Person's death as hereinafter defined THEN the Company will pay to the Insured Person's **Beneficiary**.

1. Name of Policyholder

Dah Sing Bank Limited (hereinafter called DSB) on the lives of their eligible Dah Sing Mileage Plus Platinum/Gold MasterCard Cardholders and their Spouses and Dependent Children.

2. The Insured Persons

Eligible Dah Sing Mileage Plus Platinum/Gold MasterCard Cardholders, and their Spouses and Dependent Children (under the age of 18) who travel as passengers on land, marine or air common carrier (as defined under Item 6 – Definition for Common Carrier) provided their fares or tickets are purchased with the Dah Sing Mileage Plus Platinum/Gold MasterCard including such fares or tickets are part of the cost of any packaged tour provided the full packaged tour cost is purchased with the Dah Sing Mileage Plus Platinum/Gold MasterCard. **All the Insured Persons must be of Hong Kong Resident status and normally and primarily reside in Hong Kong.**

3. Accidental Death

“Accidental Death” whenever used in this policy shall mean death caused by an accident occurring while this policy is in force as to the Insured Person whose death is the basis of claim and resulting directly and independently of all other causes in loss covered by this policy.

4. Description of Hazards

Travel Accident Insurance as is afforded shall apply only to death, as defined above, of such Insured Person anywhere in the world and while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any land, marine or air conveyance (as defined under Item 6 – Definition for Common Carrier) operated under licence for the transportation of passengers for hire on which the Insured Person is covered by the policy.

Provided this hazard shall not apply while riding in or on, boarding or alighting from, any civilian or military aircraft other than as expressly described above.

Subject otherwise to the terms and conditions and exceptions of the Policy, it is hereby noted and declared that this insurance will commence only after the Insured Person has passed through the Immigration Department – Hong Kong for the purpose of travelling outside Hong Kong and is on board the out-going conveyance as defined in the Policy; and this insurance will terminate once the Insured Person has returned back to Hong Kong Border and alighted from the arrival conveyance as defined in the Policy.

5. Coverage

a) Accidental Death Indemnity

The Company shall pay an indemnity of HKD **as below stated** if any Insured Person suffers loss of life stated therein, provided that such loss occurs within one hundred and eighty (180) days after the date of accident causing such loss.

For Platinum Cardholders

- HK\$3,000,000.00 for Cardholder# *
- HK\$300,000.00 for Cardholder's accompanied Spouse *
- HK\$150,000.00 for Cardholder's accompanied Child*

Subject to aggregate loss limit per family
HK\$3,000,000.00

For Gold Cardholders

- HK\$1,500,000.00 for Cardholder# *
- HK\$150,000.00 for Cardholder's accompanied Spouse *
- HK\$100,000.00 for Cardholder's accompanied Child*

Subject to aggregate loss limit per family for
for HK\$1,500,000.00

the benefit applicable to the Cardholder Only who has signed and purchased the travel ticket or the packaged tour with the Card.

*Age limit 18-65 for Cardholder & Cardholder's Spouse; and age under 18 for Cardholder's Child.

b) Accidental Medical Expenses (applicable to Dah Sing Mileage Plus Platinum/Gold MasterCard Cardholders only excluding Family members)

The Company shall pay the necessary medical, surgical, nursing, emergency, dental treatment (as a result of Bodily Injury only) or hospital charge necessarily and reasonably incurred elsewhere than in Hong Kong for accident incurred as specified in the Item 4 of this insurance – "Description of Hazards" within 3 months after the Insured Person suffers accidental Bodily Injury during the Period of Insurance. This cover is only applicable if there is proof of medical treatment by a legally registered practitioner received during the Period of Insurance.

The maximum amount that the Company shall pay for the accidental medical expenses incurred during the Period of Insurance is :

- HK\$70,000.00#for each Dah Sing Mileage Plus Platinum MasterCard Cardholder;&
- HK\$35,000.00#for each Dah Sing Mileage Plus Gold MasterCard Cardholder.

including bonsetter's fee up to HK\$150.00 per visit and up to HK\$1,500.00 in aggregate; and the benefit applicable to the Cardholder Only who has signed and purchased the travel ticket or the packaged tour with the Card.

c) Travel Inconvenience Benefits (applicable to Dah Sing Mileage Plus Platinum/Gold MasterCard Cardholders only)

i) Flight Delay

The Company shall pay as below schedule stated for each period of 12 hours of delay up to the limit shown under the schedule if the departure of the Common Carrier (as defined herein) in which the Insured Person had arranged to travel is delayed by at least 12 hours from the time specified by the carrier due to strike or other industrial action, riot, hijack, adverse weather conditions or the mechanical breakdown or derangement of the conveyance.

The Insured Person must check-in in accordance with the original itinerary and obtain written confirmation from the carrier or his handling agents stating the reason and length of delay.

ii) Baggage Delay

The Company shall pay as below schedule stated for emergency purchase of essential items by the Insured Person if his or her checked-in baggage is temporarily lost in transit on the outward journey and not restored to him or her within 12 hours. The Insured Person must obtain written confirmation from the carrier of the number of hours delay. Any such payment shall be deducted from the amount payable under “Baggage Loss” Benefit Item if the baggage proves to be permanently lost.

iii) Baggage Loss

The Company shall pay as below schedule stated to the Insured Person for his or her personal baggage other than samples and documents is damaged or lost in transit by the Common Carrier (as defined herein); and the Insured Person must report the loss to the carrier or local police authority within 24 hours of his or her arrival at the scheduled destination point of his or her flight. The Company shall pay the cost of repair of the article(s), or arrange for repair or replacement of the article(s) as new provided that the article(s) is not more than 1 year old at the time of an accident. For clothing items, the Company shall deduct an amount for wear and tear.

Travel Inconvenience Benefit Schedule

For Platinum Cardholders

- Flight Delay

Limit for HK\$2,000.00 per Cardholder
(HK\$250.00 each 12 hours and in
aggregate per family)

- Baggage Delay

Limit for HK\$1,000.00 per Cardholder
(HK\$250.00 each 12 hours and in
aggregate per family)

- Baggage Loss *

Limit for HK\$10,000.00 per Cardholder
& Family
(subject to max. per person HK\$5,000.00
& single article limit for HK\$2,000.00)

For Gold Cardholders

- Flight Delay

Limit for HK\$1,000.00 per Cardholder
(HK\$200.00 each 12 hours and in
aggregate per family)

- Baggage Delay

Limit for HK\$750.00 per Cardholder
(HK\$200.00 each 12 hours and in
aggregate for family)

- Baggage Loss *

Limit for HK\$7,500.00 per Cardholder
& Family
(subject to max. per person HK\$4,000.00
& single article limit for HK\$1,500.00)

* Subject to excess for HK\$500.00 each and every claim

Disappearance

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of the policy, that such Insured Person shall have suffered loss of life within the meaning of the policy.

Policy Limit of Liability

The Limit of Liability for all claims arising out of any one accident is HKD25,000,000.00.

The maximum aggregate Limit of Policy Liability for the Policy is HKD25,000,000.00.

If the aggregate amount of all indemnities otherwise payable by reason for cover provided under the policy exceeds such aggregate Limit of Liability, the Company shall not be liable in respect of each Insured Person for a greater proportion of the Indemnity otherwise payable than the aggregate Limit of Policy Liability bears to the aggregate amount of such indemnities.

6. Definition for Common Carrier

- a. “Land or Marine Common Carrier” means any public land or marine conveyance provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers.
- b. “Air Common Carrier” means any conveyance operated under a licence for the transportation of passengers for hire

7. General Exclusions (applicable to whole insurance policy)

This Insurance does not cover :

- a. Self-injury, suicide (whether felonious or not) or any attempt thereof whether sane or insane, fighting (except in bona fide self defence), provoked assault, resistance to arrest, intoxication or the use of drugs.
- b. Any kind of sickness or disease even if contracted by accident.
- c. Childbirth or pregnancy notwithstanding that such injury may have been accelerated or induced by accident.
- d. Claims of whatever nature directly or indirectly caused by pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- e. Death sustained in consequence of riding as a passenger or otherwise in any vehicle or device of aerial navigation except as provided of Description of Hazards.
- f. Any claims arising from air flight or ship’s crew.
- g. Any claims resulting from wilful, malicious, criminal or unlawful acts committed by the Insured Person or any person acting on behalf of the Insured Person.
- h. Service in the military, naval or air service of any country.
- i. 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.
- j. Any loss arising directly or indirectly from circumstances or medical conditions giving rise to a claim under this policy known to have existed before the cover provided by this insurance commences.

- k. Health condition or physical infirmity of the Insured Person not fit for travel.
- l. War & Terrorism Exclusion (Insurance)
The insurance by this policy excludes:
death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (ii) any act of terrorism including but not limited to
 - a. the use or threat of force, violence and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - (iii) any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.
If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
- m. Political Risks Exclusion Clause
This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
- (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
 - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person
provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
 - (iii) the destruction of property by order of any public authority
In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.
- n. Nuclear Exclusion Clause
This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
For the purpose of this Exception, combustion shall include any self-sustaining process of nuclear fission.

8. Exclusions (applicable to Indemnity for Flight Delay)

This Insurance does not cover :

- a. strike or industrial action, riot, adverse weather conditions which has commenced or has been announced before the date of departure from Hong Kong.
- b. the failure of the Insured Person to
 - (i) check-in for departure by the time specified by the carrier (except as reason specifically provided for flight delay.
 - (ii) act upon the express instructions of the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary.
 - (iii) notify the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary of the need to cancel or abandon the travel arrangement immediately it is found necessary to do so.
- c. any loss arising directly or indirectly from bankruptcy, liquidation, error, omission or default of any travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary.

9. Exclusions (applicable to Indemnity for Baggage Delay and Baggage Loss)

This Insurance does not cover :

- a. the first HK\$500.00 of each and every claim per insured person (except claim under Baggage Delay). Only one excess will apply per Insured Person where baggage claims arise out of the same incident;
- b. any loss not reported within 24 hours of discovery to and the Insured Person has failed to obtain a report from local police, airline or other carrier who had custody of the baggage and/or may be responsible for the loss;
- c. loss of jewellery, furs, gold and silver articles, watches, radios, binoculars, cameras and audio/video equipment or money from an unattended vehicle or in transit not accompanied by the Insured person and outside the Insured Person's control;
- d. household goods and anything shipped as freight;
- e. loss of or damage to items used in connection with the Insured Person's employment or occupation;
- f. loss of and damage to any pager, mobile phone or portable telecommunication equipment, contact lenses, dentures, prostheses, bonds, negotiable instruments or securities;
- g. breakage of sports equipment while in use;
- h. damage to any brittle or fragile items;
- i. loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship;
- j. delay, detention, seizure or confiscation by Customs or other Government Officials;
- k. unexplained disappearance, or shortage due to error or omission or depreciation in value;
- l. any fines or penalties incurred by the Insured Person due to non-replacement or late replacement of the loss personal documents;

10. Additional Provisions

a. Effective Date & Termination of Individual Insurance

Insurance is effective on covered trip when the fare for such trips is charged to the Dah Sing Mileage Plus Platinum/Gold MasterCard issued by the Policyholder. Coverage with respect to any Insured Person shall immediately terminate on the termination date of the policy or the time an Insured Person ceases to become eligible as an Insured Person, which is earlier, provided, however that such termination shall be without prejudice to any claim originating prior thereto.

b. Proof of loss shall include receipt of ticket purchased with the Dah Sing Mileage Plus Platinum/Gold MasterCard verification by DSB active card member and proof of any purchases with the Card.

c. Written notice of injury on which the claim is based must be given to the Insurance Company within thirty (30) days after date of loss. In event of Accidental Death, immediate notice must be given to the Insurance Company.

d. Beneficiary

Loss of Life Benefit will be payable in accordance with the Individual Insured Person's designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries: (a) spouse; (b) children, including legally adopted children; (c) parents; (d) brothers and sisters; (e) executor or administrator. In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries.

Payment based upon such affidavit shall be full acquittance hereunder unless, before such payment is made, the Company has received written notice of a valid claim by some other person. If two or more persons become entitled to indemnity as preference beneficiaries, they shall share equally. Any other accrued indemnities unpaid at the Insured Person's death will be paid to such beneficiary.

11. Jurisdiction

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise

12. Claims Procedure

Upon the happening of any accident likely to give rise to a claim under this Policy the Insured Person shall within reasonable time give notice to the Company with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Insured Person (or his legal personal representative) shall at his own expense furnish to the Company all such certificates information and evidence as may be required by the Company and the Insured Person shall whenever reasonable required to do so submit to medical examination on behalf of the Company. In the event of the death of the Insured Person the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed.

- Note: 1. All wordings, terms, conditions and exceptions are subject to the Insurance Company's original Policy.*
- 2. Dah Sing Bank Ltd. reserve the right to amend the above terms and conditions at its sole discretion without prior notice. For enquiry, please contact Dah Sing Bank Customer Service Hotline at telephone no. 2828 4288.*
 - 3. For claims, please contact Dah Sing Insurance Company Limited at 13/F, Island Place Tower, 510 Kings Road, North Point, Hong Kong.
(Telephone No.: 28085273)*

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