



## Smart Overseas Driving Travel Insurance

Smart Overseas Driving Travel Insurance (the "Master Policy") is a contract of insurance underwritten by AXA Tianping P&C Insurance ("AXA") and issued to Qompass Voyage Limited ("Qompass Voyage"). Under the Master Policy, after satisfying the eligibility criteria, you can become the insured person to receive certain benefits under certain conditions, as mentioned below. To enjoy the cover, you must agree to Qompass Voyage to collect and transfer your personal data to AXA for the purposes of underwriting such insurance, insurance administration, general enquiry and claims handling.

Please note although you may be covered under the Master Policy, you are not a contracting party to the Master Policy. So you have no right to enforce any term of the Master Policy against AXA. Only Qompass Voyage has right to enforce any term of the Master Policy against AXA.

Please also note that Qompass Voyage is not an insurance agent of AXA, and Qompass Voyage is not your insurance broker.

### Eligibility

An Insured Person must meet all the following requirements before he/she is eligible for cover under this Policy:-

- 1) An Insured Person must be a customer with Super Protection Coverage of Qompass Voyage;
- 2) An Insured Person must be the applicant of the car rental booking at Qompass Voyage;
- 3) An Insured Person is aged between eighteen (18) to eighty (80) years at the scheduled pick-up date of car rental;
- 4) An Insured Person's car rental booking application must be completed before he/she picks up the Car;
- 5) An Insured Person must have an electronic Booking Confirmation Letter issued by Qompass Voyage Limited.

### Customer Declaration:

"I understand that I am entitled to enjoy the personal accident and rental vehicle excess insurance to cover me under a master policy if I fulfill all the criteria as stated in the Terms and Conditions. I agree to [Qompass Voyage Limited, also known as QEEQ] to collect and transfer my personal data to AXA Tianping P&C Insurance for the purposes of underwriting such insurance, insurance administration, claims handling and other purposes set out in the Personal Information Collection Statement of AXA Tianping P&C Insurance."

### Geographical Limits

- 1) This Insurance coverage is provided on worldwide basis except Hong Kong as travel destination.

### Period of Insurance

- 1) The Insurance is only valid in the Period of Car Rental originally stated in the electronic Booking Confirmation Letter [Term TBC] of the Insured Person. It commences from the day of car picked up by the Insured Person until the day of Car returned to the car rental supplier during Journey. No Insurance is covered for any period of Car Rental outside the date of car pick up and car return stated in the electronic Booking Confirmation Letter, eg early pick up or late return.
- 2) The Insurance coverage is provided up to a maximum of 184 days on each Period of Car Rental.
- 3) If there is any cancellation of car rental submitted after the electronic Booking Confirmation Letter is issued, the insured cover will cancelled automatically concurrently without further notice.



**Definitions**

Certain words in the Policy have specific meanings. These words have the same meaning wherever they are used in the Policy or Booking Confirmation Letter or subsequently endorsed hereon. These are given below or defined at the beginning of the appropriate Section.

TERM	MEANING
Accident	a sudden unforeseen and fortuitous event and the word “Accidental” shall be construed accordingly.
Benefit Table	the table listing the benefit amounts in page xx – Summary of Benefits.
Booking Confirmation Letter	the document which shows details of: 1. Insured Person, 2. Period of Car Rental applicable to that Insured Person (i.e. the duration of car pick-up and car return), 3. any terms and conditions specific to the cover applicable to the Insured Person.
Car / Vehicle	the vehicle that the Insured Person books from the Policyholder via the Policyholder’s website known as www.qeeq.com
Car Rental	the Car rent by the Policyholder to the Insured Person who drives the Car for leisure use during the Period of Car Rental outside Hong Kong.
Close Business Partner	a business companion who travels with the Insured Person for the same business purpose, and whose presence is necessary for the Insured Person’s business.
Compulsory Quarantine	the Insured Person is being confined in an isolated ward of a Hospital or an isolated site appointed by the government for at least 24 hours and continuously stays in there until discharged from the quarantine.
Family	the Insured Person, his spouse and Children (irrespective of the number) travelling with the Insured Person for the entire period.
Hospital	an establishment which meets all the following requirements: (i) holds a license as a hospital (if licensing is required in the state or governmental jurisdiction); (ii) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (iii) provides 24-hour a day nursing service by registered or graduated nurses; (iv) has one or more licensed physicians available at all times; (v) provides organized facilities for diagnosis and major surgical facilities; and (vi) is not primarily a clinic, nursing, rest or convalescent home or similar establishment, a place for alcoholics or drug addicts.
Immediate Family Member	the Insured Person’s Family member, parent, parent-in-law, grandparent, grandparent-in-law, brother, sister, grandchild or legal guardian.
Injury	bodily injury sustained by an Insured Person and caused solely and directly by an Accident and does not include any illness or naturally occurring medical conditions or degenerative process.



Insured Person	the customer who : - books the Vehicle from the Policyholder; - is identified by the Policyholder as VIP customer; - has successfully confirmed the booking application online with Policyholder via the Policyholder's website known as www.qeeq.com; - drives the Vehicle in the Period of Car Rental.
Limb	a hand, arm, foot or leg.
Loss of Hearing	Permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment.
Loss of Limb	complete severance at or above the wrist or ankle joint or the total and Permanent functional disablement of an entire hand, arm, foot or leg.
Loss of Sight	the total and irrecoverable loss of all sight of an eye rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment.
Loss of Speech	the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia rendering the Insured Person absolutely loss of speech beyond remedy by surgical or other treatment.
Loss of Use	total functional disablement and is treated like the total loss of said Limb or organ.
Period of Car Rental	the rental period for the Car rent to Insured Person by Policyholder before the date of Booking Confirmation is issued. Thus, the period between Car pick-up and Car return as provided in the declaration. And the Car pick-up date must be within the Period of Insurance.
Permanent	lasting 12 consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement certified by a Qualified and Licensed / Registered Medical Practitioner.
Permanent Total Disablement	when as the result of Injury and commencing within 12 consecutive months from the date of the Accident, the Insured Person is totally and permanently disabled and prevented from engaging in or attending any business or occupation. If the Insured Person has no employment or occupation at the time of Injury, Permanent Total Disablement means the inability to perform to all of the daily activities in his daily life. Provided such disability has continued for a period of 12 consecutive months and certified by a Qualified and Licensed / Registered Medical Practitioner to be total, continuous and Permanent for the remainder of the Insured Person's life.
Public Common Carrier	any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire which include aeroplane, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train only.
Qualified and Licensed / Registered Medical Practitioner	a medical practitioner qualified by a medical degree and duly licensed or registered to practice medicine and who, in rendering such treatment (surgery or medical procedures for the sole purpose of cure or relief of Injury), is practicing within the scope of his licensing and training in the geographical area of practice.
Travel Companion	the person who committed or arranged the travel booking or reservation together with the Insured Person and accompanied the Insured Person for the whole Journey and is also insured with Us under the same Journey other than the tour guide or the tour member.



Summary of Benefits	
Benefits	Maximum Limits Payable (per journey)
Section 1 – Personal Accident	
Permanent total disablement, loss of limbs, loss of sight	USD 20,000
Section 2 – Rental Vehicle Excess	
Rental vehicle excess incurred in the event that (i) Direct loss of the rental vehicle (incl. windows, glass, tyres, chassis), whilst the rental Vehicle is driven by the Insured Person; (ii) Rental vehicle is involved in an accident that required road rescue fee, towing fee, labor cost, lock or key replacement fee; (iii) The rental vehicle is stolen; (iv) The rental vehicle is damaged due to natural disasters during the Journey.	USD 6,000
Loss of leased items or travel documents	USD 800 (in aggregate)
Loss of rental expenses due to travel documents	
Parking and replacement fees due to traffic accident	
Delay of pick up due to flight delay or cancellation	
Clean up fee	USD 150
Charges due to misfuelling	
Automatic extension of the coverage period	24h

\*This Benefits table was updated on 2019/06/28. Confirmation made before 2019/06/28, the maximum limits payable is different and the AXA Voucher (which has been sent to your email) shall prevail.

### Operation of Insurance

(a) Journey refers to the Period of Car Rental shown in the Booking Confirmation Letter. It commences from the day of Car picked up by the Insured Person until the day of Car returned to the Policyholder during Journey.

(b) Cover is provided up to a maximum of 184 days on each Period of Car Rental.



## Description of Benefits

### Section 1 – Personal Accident

Maximum Limit per Insured Person : as per Summary of Benefit

We will pay the following benefit per Insured Person in the event of accidental bodily Injury being sustained by an Insured Person during the Journey.

Benefit	Compensation (% of the Maximum Limit per Insured Person)
(1) Accidental Death	100%
(2) Permanent Total Disablement	100%
(3) Permanent and incurable paralysis of all Limbs	100%
(4) Permanent total Loss of Sight of both Eyes	100%
(5) Permanent total Loss of Sight of one Eye	100%
(6) Loss of or the Permanent total Loss of Use of two Limbs	100%
(7) Loss of or the Permanent total Loss of Use of one Limb	100%
(8) Permanent Loss of Speech and Loss of Hearing	75%
(9) Permanent total Loss of Hearing in (i) both ears (ii) one ear	20%
(10) Permanent Loss of Speech	50%

### Extensions

It is extended to cover

Third Degree Burn

If as a result of an Accident the Insured Person sustains an Injury and is diagnosed by a Qualified and Licensed / Registered Medical Practitioner to have suffered any of the Events listed hereunder, We will pay the Insured Person in respect of the following Events as specified below.

EVENTS	COMPENSATION
Third Degree Burn	
On 45% or more of body surface	HK\$24,000
On 27% or more of body surface	HK\$14,000
On 18% or more of body surface	HK\$12,000
On 9% or more of body surface	HK\$7,000
On 4.5% or more of body surface	HK\$4,800

Compensation shall not be payable for more than one of the above Events in respect of the same accidental bodily Injury. Should more than one of the Events occur from the same accidental bodily Injury, We shall only be liable for the greatest compensation.

### Definitions

a. "Burns" means tissue damage caused by the agent of heat only.

b. "Degree" means the unit of measurement for the Burns customarily used by the local government in the place where this Policy is issued.

c. "Third Degree Burn" means the damage or destruction of the skin to its full depth and damage to the tissues beneath.



## Description of Benefits

### Provisions

- a). In respect of an Insured Person who is aged over 70, the maximum amount We will pay under this Section will be limited to 50% of the above benefits (1) to (10).
- b). No claims will be payable :
- i). Under benefits (1) and (2) unless such benefits occurs within 12 months from the date of Accident;
- ii). Under benefits (3) to (10), except on proof to Us that the disablement has continued for 12 months from the date of Injury and in all probability, will continue for the remainder of the Insured Person's life.
- c). The amount of all benefits (1) to (10) and Third Degree Burn extension payable for one or more Injuries sustained by the Insured Person during the Journey shall not exceed \$100,000.
- d). This section 1 excludes cover for illness, sickness, disease, any pre-existing physical or mental defect or infirmity, bacterial or viral infections even if contracted by Accident. But this section does not exclude bacterial infection that is the direct result of an accidental cut or wound.
- e). When a Limb which had been partially dysfunctional or disabled prior to an Injury covered under this Policy and which becomes totally dysfunctional or disabled as a result of such Injury, the percentage of sum insured payable shall be determined by Us in Our sole discretion having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of or the Permanent total Loss of Use of one Limb which was totally dysfunctional or disabled prior to the Injury.

### Session 2 - Rental Vehicle Excess

Maximum Limit per Insured Person: as per Summary of Benefit

- a) We will pay the motor insurance policy excess or deductibles incurred by the Insured Person in the event that:
  - iii) Direct loss of the rental vehicle (incl. glass, tyres, chassis), whilst the rental Vehicle is driven by the Insured Person;
- i). the rental Vehicle is involved in an Accident that required road rescue fee, towing fee, labor cost, lock or key replacement fee;
- ii) the rental Vehicle is stolen;
- iii) the rental Vehicle is damaged due to natural disasters during the Journey.

Provided that

such Vehicle is rented from a licensed rental vehicle company; and

a rental agreement between the Insured Person and the licensed rental vehicle company is signed; and

a relevant comprehensive motor insurance policy covering the rental Vehicle, which is in force during the Period of Car Rental which in within the period of Journey; and

the rental Car must be driven by the Insured Person with possession of legal and valid license.

Sub-limit per Insured Person for benefit (a): as per Summary of Benefit

- b) We will pay for the loss of rental vehicle company's items or Insured Person's travel documents stored inside of the closed carriage or boot of the rental Vehicle, due to theft with obvious marks, robbery or looting;
- c) We will pay for the loss of non-refundable rental expenses paid by the Insured Person due to failure of rental Vehicle pickup caused by the loss of the Insured Person's travel documents due to theft with obvious marks, robbery or looting ;
- d) We will pay for the parking expenses and replacement fees due to the Car's mechanical or electrical breakdown arising from the traffic accident of the Insured Person's rental Vehicle;
- e) We will pay for the overdue pickup charges due to the delay or cancellation of the Insured Person's flight;

Total aggregate limit per Insured Person for benefits (b) to (e) : as per Summary of Benefit

- f) Automatic Extension of the Coverage Period

This Insurance will be automatically extended for a maximum period of 24 hours without additional premium charged for such extension in the event that the Insured Person is unavoidably delayed in the course of the scheduled itinerary which was stipulated prior to departure;

- g) Inappropriate use of rental Vehicles that required extra clean up fee or charges due to negligence refill of incorrect fuel for the rental Vehicle.



## Description of Benefits

Sub-limit per Insured Person for benefit (g) : as per Summary of Benefit

### Excluding

We will not pay any claims arising directly or indirectly from, in respect of or due to:

1. Any condition under the influence of alcohol or drugs of the Insured Person who is controlling the rental Vehicle during the rental period.
2. Loss arising from operation of the rental Vehicle which is in violation of the terms of the rental agreement or applicable comprehensive motor insurance.
3. Any illegal or unlawful use of the rental Vehicle by the Insured Person during the rental period.
4. The Insured Person is not holding a valid driving license for the country.
5. Liability other than loss of or damage to the rental Vehicle.
6. The rental of the following types of Vehicles : motorcycles, mopeds, motorbikes, trailers or caravans, motor homes, trucks, commercial vehicles, recreational vehicles, off-road vehicles, vans and vehicles with more than 9 seats.

## Policy Conditions

### 1 Compliance with Conditions

The due observance and fulfilment of all the terms and conditions of this Policy by the Insured Person, or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Insured Person, or anyone acting on his behalf shall be a condition precedent to any liability of Us to make any payment under this Policy.

### 2 Reasonable Care

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

### 3 Fraud

If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made, then this Policy shall be void and no claim shall be payable.

### 4 Claim

In the event of a claim, the Insured Person should:-

- (i) advise Us in writing as soon as possible but always subject to clause (3) under General Exclusions.
- (ii) provide all documents, information and evidence as may be required by Us at the expense of the Insured Person or his legal representatives.

(iii) in the event of travel delay, obtain written confirmation from the Public Common Carrier for the reason and duration of the delay.

(iv) not to admit liability or to give any representations or other undertakings binding upon the Insured Person except with Our written consent.

(v) render his full co-operation during the course of investigation or assessment of the claim.

### 5 Company's Rights after a Claim

We shall be entitled to conduct, in the name of and on behalf of the Insured Person, the defence or settlement of any legal action and take proceedings at Our own expenses and for Our own benefit but in the name of the Insured Person to recover compensation from any third party in respect of anything covered by this Policy and to instruct solicitors of Our own choice for this purpose. In the event of the death of the Insured Person, We shall have the right to have a post mortem at Our own expense.

### 6 Arbitration

If any difference shall arise as to be the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in Hong Kong. Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against Us.

### 7 Cancellation

The insurance will become terminated upon the cancellation of the car rental booking.

### 8 Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation by the Insured Person 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 payable to the estate of the Insured Person. Any other accrued indemnities unpaid at the Insured Person's death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.

Payment to the designated beneficiary or, if none or if such beneficiary cannot be found after reasonable enquiry, to the Insured Person's executives or personal representatives shall discharge all Our further liability hereunder and We shall in no circumstances be liable to see to the application or distribution of any amount so paid pursuant to this Policy.

Payment of the claims will be based on the exchange rate prevailing at the date of loss.



## Description of Benefits

### 9 Governing Law

This policy shall be governed and construed in accordance with the laws of Hong Kong and any dispute or difference that arises under this Policy shall be settled in accordance with the laws of Hong Kong.

### 10 Age Limit

As mentioned in the Eligibility (4).

### 11 Duplicate Cover

If the Insured Person is insured with Us by more than one travel insurance (except all group travel insurance which is actually paid by any company, group or association to insure the Insured Person) covering under the same Journey, then We will only be liable to pay for the loss up to the limit of the highest coverage policy.

**12 The total amount payable under each section shall not exceed the maximum limit as stated in the Policy respectively.**

### General Exclusions

This Policy does not cover claims:-

1 Directly or indirectly occasioned by, happening through or in consequence of:-

(a) any Injury, illness, disease, infirmity, physical defect or condition which existed prior to the Journey.

(b) the Insured Person engaging in sports or games in a professional capacity.

(c) war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising (except as specified under individual Sections), military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

(d) the Insured Person's direct participation in terrorist acts.

(e) Accidents whilst the Insured Person is engaging in racing (other than on foot), motor rallies and competitions or aviation (other than as a fare-paying passenger in a duly certified multi-engined passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly- licensed crew).

(f) wilfully self-inflicted Injury or illness, insanity, the effect or influence (temporary or otherwise) of alcohol, or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Qualified and Licensed / Registered Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt)