

Business TravelCare

The Policy

Please read this Policy carefully to see that it meets your requirements

This Policy, the Policy Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Whereas:

1. The Insured has applied for Insurance, and has paid or agreed to pay the premium as consideration for such Insurance;
2. The Company has agreed to provide such Insurance.

The Company, AXA General Insurance Hong Kong Limited (hereinafter defined as “the Company”), agrees only on the basis of the Terms and Conditions contained in the Policy to provide insurance cover to the Insured and Insured Persons for those risks insured against to the extent and in the manner stated in the Policy Schedule.

(I) Schedule of Benefits

The Company will indemnify the Insured Person against such risks insured and pay the relevant Policy benefits to the extent specified in the following sections.

PART 1 Core Cover

Section 1 - Personal Accident

In the event of Accidental Injury being sustained by an Insured Person during an Insured Journey which shall result in death or disablement, the following benefit will be paid:

	<u>Per Insured Person</u>
	HK\$
1. Accidental death	600,000
2. Loss of two eyes, two limbs or one eye and one limb	600,000
3. Loss of one eye or one limb	300,000
4. Death and Permanent Total Disablement for accidents in a Common Carrier as a fare-paying passenger or in Private Car	1,200,000
5. Permanent Total Disablement from other accidents	600,000

Provisions applicable to Section 1

1. No benefit will be payable unless death or disablement occurs within twelve months of the date of injury.
2. Benefits 1-5 are not cumulative and only one benefit will be payable for any one event.
3. If at the time of accident, an Insured Person has already suffered the amputation or loss of or lost the use of a hand, arm, foot, leg or has lost the sight of one or both eyes, such loss shall not be included in assessing any benefit payable under this Policy.

Section 2 - Medical and Other Expenses

1. Medical Expenses

The Company will pay up to an aggregate of HK\$600,000 in the event of the Insured Person suffering Accidental Injury or Sickness during an Insured Journey requiring urgent treatment. Under such circumstances, the Company will indemnify the Insured for:

- (a) Medical, Hospital and treatment expenses (including cost of emergency dental treatment as a result of accident only), additional accommodation and traveling expenses necessarily incurred outside the Hong Kong SAR within 12 months of the date of incident giving rise to the claim as a direct result of Accidental Injury sustained by or Sickness of the Insured Person occurring during an Insured Journey.
- (b) For reasonable additional travel and accommodation expenses incurred by Family Members or traveling companions when required on medical advice to remain or travel with an Insured Person who has sustained Injury or Sickness during an Insured Journey and is diagnosed as having a serious medical condition, subject to a limit of HK\$60,000 for any one event.
- (c) The necessary medical, Hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees) reasonably incurred by the Insured Person within three (3) months after the Insured Person's return from an Insured Journey, such expenses having resulted from an Accidental Injury or Sickness abroad which occurred during an Insured Journey.

- (d) In the event of death of an Insured Person, the Company will pay up to HK\$50,000 in respect of reasonable charges, for burial or cremation of the Insured Person in the locality where death occurs or the reasonable cost of transport of the body or ashes to the place of initial departure.
- (e) The reasonable funeral expenses in the place where an accident occurred resulting in Accidental Death of the Insured Person up to HK\$10,000 per Insured Person, provided that the expenses shall be paid directly to the funeral home (or similar establishment) and only upon receipt of satisfactory supporting documentation.

Provisions applicable to Section 2 - Medical Expenses

No benefits will be paid:

1. For treatment obtained in the Hong Kong SAR, except as provided for under Section 2 - Medical Expenses 1 (c).
2. For surgical and medical treatment which in the opinion of the medical practitioner treating the Insured Person can be reasonably delayed until the Insured Person's return to the Hong Kong SAR or arrival in the country of final destination in the case of travelers not returning to the Hong Kong SAR.
3. For dental care and treatment except as necessitated by an Accidental Injury to sound natural teeth occurring during an Insured Journey.
4. For the additional cost of a single or private room at a Hospital or charges in respect of special or private nursing, cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions thereof, except as necessitated by Accidental Injuries occurring during an Insured Journey.
5. For treatment relating to any Pre-existing Condition.
6. For treatment administered by Chinese Bonesetter and/or Acupuncturist.

2. Emergency Medical Evacuation Expenses

If, as a result of an Accidental Injury sustained or sickness commencing during an Insured Journey it is judged medically appropriate to move the Insured Person to another location for medical treatment, or to return the Insured Person to the Hong Kong SAR, Worldwide Emergency Assistance will arrange for the evacuation utilising the means best suited to do so, based on the medical severity of the Insured Person's condition. In the event of an emergency, the Insured Person can call from anywhere in the world on (852) 2528 9333. The Insured Person will be required to provide details of Insurance such as name of Insured, Policy number, name of Insured Persons.

The means of evacuation arranged by Worldwide Emergency Assistance may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by Worldwide Emergency Assistance and will be based solely upon medical necessity.

Covered expenses are expenses for services provided and/or arranged by Worldwide Emergency Assistance for the transportation, medical services and medical supplies incurred as a result of an emergency medical evacuation of an Insured Person. If an emergency medical evacuation is made, transportation and hotel accommodation expenses of the Insured Person's nearest relative will be covered, provided such transportation and accommodation is arranged by Worldwide Emergency Assistance, up to the limit of cover.

Provisions applicable to Section 2 - Emergency Medical Evacuation Expenses

No benefits will be paid for:

1. Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled Insured Journey.
2. Any expenses for a service not approved and arranged by Worldwide Emergency Assistance. This exclusion shall, at the Company's discretion be waived if the Insured Person or his/her traveling companions cannot notify Worldwide Emergency Assistance during an emergency medical situation for reasons beyond their control. In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for service which Worldwide Emergency Assistance would have provided under the same circumstances and up to the limit of HK\$600,000 for emergency medical evacuation expenses.
3. Evacuation expenses relating to any Pre-existing Condition.

Section 3 - Hospital Benefit

In the event that the Insured Person is confined to Hospital outside the Hong Kong SAR due to Accidental Injury or Sickness sustained abroad during an Insured Journey, the Company will pay a benefit of HK\$200 for every Day of Hospital Confinement subject to a limit of HK\$6,000 for any one accident or sickness.

Provisions applicable to Section 3

No benefit is payable for:

1. Hospital Confinement relating to any illness, sickness, disease or medical condition which was in existence prior to an Insured Journey.
2. When an Insured Person is not under the regular care and attendance of a Registered Physician.
3. Hospital Confinement which is directly or indirectly caused by or resulting from
 - (a) a routine physical or any other examination where there are no objective indications or impairments in normal health.
 - (b) any Confinement in any establishment which is not a Hospital as defined in Item 13 of Part (II) General Policy Definitions of this Policy.

Section 4 - Baggage and Personal Effects

The Company will pay up to HK\$10,000 to each Insured Person who suffers loss or damage to his/her baggage taken, sent in advance or purchased on an Insured Journey (including clothing and personal effects worn by or carried on by the Insured Person, in trunks, suitcases and receptacles), occurring during an Insured Journey.

Provisions applicable to Section 4

1. The Company will only pay
 - (a) If the Insured Person observes ordinary and proper care for the safety of the baggage and personal effects, including examination of baggage when received.
 - (b) If the Insured Person is aware of any destruction, loss or damage and gives immediate notice:
 - (i) to the police, in the case of theft, loss or wilful damage by a third party, and
 - (ii) to the carrier, in the case of loss or damage in transit.
2. The Company will pay a maximum of HK\$3,000 per item, pair or set.
3. Benefit will not be payable in respect of:

- (a) Personal Digital Assistants (PDA), MP3s, portable DVDs, mobile phones, laptop, notebooks, pocket PCs and slimnotes, the first HK\$300 or 25% of loss of each and every claim (whichever is the greater) for each Insured Person.
 - (b) Other payable claim other than (a) as above, the first HK\$300 of each and every claim for each Insured Person.
4. The Company may, at its discretion, opt to replace or repair any item instead of paying cash benefit.
5. No benefit will be paid:
- (a) For normal wear and tear, gradual deterioration, mechanical or electrical breakdown or derangement.
 - (b) For loss or damage arising from delay, confiscation, detention, requisition or destruction by customs or other officials or authorities.
 - (c) For loss or damage to cash, bank notes, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind or travel documents.
 - (d) For breakage of or damage to fragile articles, glass, portable electronic entertainment devices, television apparatus, musical instruments, sculptures, household goods or equipment unless occasioned by an accident to the conveyance in which the baggage is being carried.
 - (e) For loss of data stored on tapes, cards, diskettes or other medium.
 - (f) Unaccompanied baggage.
 - (g) In respect of loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline, a Baggage Irregularity Report obtained.
 - (h) In respect of losses not reported to the police within 24 hours upon discovery and unless a police report obtained.
 - (i) Under this section if payment has been made for the same loss under Section 5 - Delayed Baggage.

Section 5 - Delayed Baggage

The Company will pay up to HK\$2,000 for each Insured Person for emergency purchases of essential items or clothing purchased due to delay or misdirection of baggage during an Insured Journey for at least 6 hours from the time of arrival at the destination abroad due to delay or misdirection in delivery.

Provisions applicable to Section 5

1. This benefit can only be utilised once during any one Insured Journey.
2. No benefit will be payable:
 - (a) If the delay arises from detention or confiscation by customs or other officials or authorities.
 - (b) Unless the delay is certified with a Baggage Irregularity Report from the airline or with a letter from the tour operator.
 - (c) Unless documentation is produced by the Insured Person showing details of the expenditure.

Section 6 - Personal Money and Travel Documents

The Company will pay for accidental loss of personal money or travel documents taken on the Insured Journey up to the limit specified below for each Insured Person. Such loss must be reported to the police having jurisdiction at the place of loss, within 24 hours of the loss, or discovery of the loss. Any claim must be accompanied by written documentation from such police. 'Personal Money' shall mean cash, bank notes, cheques, travelers' cheques and money orders.

Personal Money - up to HK\$3,000
Travel Documents - up to HK\$5,000

Provisions applicable to Section 6

No benefit will be payable for:

1. Shortages due to error, omission, exchange or depreciation in value.
2. Loss of travelers' cheques not immediately reported to the local branch or agent of issuing authority.
3. The first HK\$200 of each and every claim for each Insured Person.

Section 7 - Personal Liability

The Company will indemnify the Insured Person against legal liability up to a limit of HK\$2,000,000 as a result of:

1. Accidental Injury to any third party person
2. Accidental loss of or damage to property belonging to a third party

arising during an Insured Journey.

The Company will in addition pay:

1. Third parties' legal costs and expenses recoverable from the Insured Person and
2. The Insured Person's legal costs and expenses incurred with the prior written consent of the Company.

In respect of events occurring in the U.S.A. and/or Canada, the liability of the Company in respect of legal costs and expenses incurred shall be limited to HK\$500,000 in total for any one event.

Provisions applicable to Section 7

1. The Insured Person shall not admit liability or enter into any settlement without obtaining the written consent of the Company.
2. The Company shall not be liable for the first HK\$200 in respect of loss or damage to third party's property.
3. There will be no payment under this section unless judgements are delivered in the first instance by or obtained from a court of competent jurisdiction within the Hong Kong SAR.
4. No benefit will be paid for loss or damage arising directly or indirectly from, in respect of, or consequent upon:
 - (a) Employer's liability, contractual liability or liability of a member of an Insured Person's family.
 - (b) Liability incurred by the acts of animals belonging to or in the care, custody or control of the Insured Person.

- (c) Any wilful, malicious or unlawful act.
- (d) Claims arising in connection with any product supplied, sold, treated, repaired, erected, installed, serviced, distributed or service rendered whatsoever.
- (e) Claims arising out of advice, design, specification provided for a fee or any breach of the duty owed in a professional capacity by the Insured.
- (f) Property belonging to or held in trust, or in the care, custody or control of the Insured Person.
- (g) Ownership or occupation of land or building (other than occupation only of any temporary residence).
- (h) Liability arising out of the ownership, possession or use of vehicles, aircraft, or watercraft.
- (i) Any criminal proceedings, fines, penalties or punitive damages.
- (j) Racing, rallies or the use of firearms.
- (k) Pollution unless due to a sudden, unintended and unexpected occurrence.

Section 8 - Travel Delay

If, during an Insured Journey, the departure of the public conveyance in which the Insured Person has arranged to travel is delayed for at least 6 hours from the time specified in the travel itinerary supplied to the Insured, due to strike or industrial action, hijack, adverse weather conditions, mechanical breakdown and derangement of that aircraft or sea vessel or due to grounding of an aircraft as a result of mechanical breakdown or structural defect, the Company will pay HK\$250 for the first full 6 hours' delay and for each subsequent full 12 hours' delay (the delay being calculated from the departure time of the aircraft or sea vessel specified in the itinerary) up to a maximum limit of HK\$2,500 per Insured Person.

Provisions applicable to Section 8

1. No benefits will be paid for a delay:
 - (a) Arising from failure of the Insured Person to check in with the carriers (or their handling agents) according to the itinerary supplied to him/her.
 - (b) Arising from strike or industrial action already existing at the time of booking the scheduled Insured Journey.
 - (c) Arising from late arrival of the Insured Person at the airport or port after check-in booking-in time (except for the late arrival due to strike or industrial action).
2. No benefit will be paid unless the Insured Person obtains written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for such delay.

Section 9 - Loss of Deposit or Cancellation

On cancellation of a scheduled Insured Journey before it is commenced, the Company will indemnify up to HK\$50,000 for each Insured Person in respect of losses of tour or airfare deposits or payments made with respect to the Insured Person's Insured Journey, which are irrecoverable from the tour operator or airline.

Provisions applicable to Section 9

1. Benefits will be paid under this section only for cancellation losses arising from:

- (a) The death, illness or serious bodily injury of the Insured Person, Insured Person's spouse, parent, parent-in-law, grandparent, child, sister, brother, fiancé, fiancée or close business associate resident in the Hong Kong SAR;
 - (b) A witness summons, jury service or compulsory quarantine of the Insured Person;
 - (c) The unexpected outbreak of riot or civil commotion [notwithstanding General Exclusion 1(a)] or strike at the planned destination arising out of circumstances beyond the control of the Insured Person;
 - (d) The serious damage of the Insured Person's principal residence or business premises from fire, flood, or similar natural disaster (typhoon, earthquake, etc.) within one week from the departure date which requires the Insured Person's presence at his/her principal residence or business premises on the departure date.
 - (e) The issuance of Black Alert concerning the planned destination.
2. No benefit will be paid for:
- (a) Loss arising from medical condition or circumstances known prior to the Policy Effective Date.
 - (b) The first HK\$200 of each and every claim in respect of each Insured Person.
 - (c) Loss arising directly or indirectly from government regulation or Act, delay or amendment of the booked itinerary or failure in provision of any part of the booked holiday (including error, omission or default) by the provider of any service forming part of the booked holiday as well as of the agent or tour operator through whom the holiday is booked.
 - (d) Loss arising directly or indirectly from the disinclination to travel or the financial circumstances of any Insured Person.
 - (e) Loss resulting from any unlawful act or criminal procedure of any person on whom the travel plans depend.
 - (f) Loss arising directly or indirectly from failure to notify the travel agent/tour operator or a provider of transport or accommodation immediately it is found necessary to cancel or curtail the travel arrangement.
 - (g) Loss that is covered by any other existing insurance scheme, government programme or loss which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation.
 - (h) Loss arising from Black Alert which has already been issued at the time of booking the scheduled Insured Journey.

Section 10 - Curtailment of Insured Journey

The Company will pay up to HK\$50,000 for each Insured Person in respect of unused irrecoverable prepaid transport costs or accommodation charges included in the contracted Insured Journey and additional hotel and repatriation costs to the Hong Kong SAR incurred due to the necessary and unavoidable curtailment of an Insured Journey as a direct result of:

- 1. The death, bodily injury, illness or sickness of the Insured Person, a traveling companion, Insured Person's spouse, parent, parent-in-law, grand-parent, child, brother, sister, fiancé, fiancée or close business associate resident in the Hong Kong SAR.

2. Riot or civil commotion [notwithstanding General Exclusion 1(a)] or hijack occurring outside the Hong Kong SAR which first occurs during the Insured Journey.
3. Black Alert concerning the planned destination first issued during the Insured Journey.

In the event of any necessary and unavoidable curtailment or delay of an Insured Journey as a direct result of paragraph 3 above, the Company will pay an additional cash allowance of HK\$1,000 for each affected Insured Person, provided that the total amount payable for each Insured Person under Section 10 shall not exceed HK\$50,000.

Provisions applicable to Section 10

1. Benefits will only be paid under this section when any event giving rise to a claim did not exist at the time of booking the scheduled Insured Journey.
2. No benefits will be paid:
 - (a) For claims arising from Black Alert, medical condition or circumstances known to exist at the time of booking the scheduled Insured Journey.
 - (b) If the person whose condition gives rise to any claim was receiving in-patient treatment in a Hospital, or had received a terminal prognosis at the time of issue of travel related documents or the like for the Insured Journey.
 - (c) For the first HK\$200 of each and every claim (except claim of the cash allowance) in respect of each Insured Person.

Section 11 - Credit card protection

In the event of death of an Insured Person caused by an accident outside the Hong Kong SAR, the Company will pay up to HK\$5,000 per Insured Person for any outstanding balance payable under such Insured Person's credit cards for items and sundries charged to such card while outside the Hong Kong SAR during an Insured Journey.

Provisions applicable to Section 11

1. Benefit under this extension will not be paid if the Insured Person is entitled to this cover under any other insurance policy.
2. No interest accrued or financial charges will be paid hereunder.

Section 12 - Golfing 'Hole in One'

If the Insured Person achieves a 'Hole in One' whilst playing golf at any recognised golf course in the world, the Company will pay HK\$2,000 for each event, subject to a maximum of HK\$4,000 for any twelve consecutive months.

Provisions applicable to Section 12

Benefits will be paid under this section on submission of a signed/countersigned score card recording the event.

Section 13 - Loss of Business Documents

The Company will indemnify the Insured in respect of any necessary costs and expenses expended for the replacement or reproduction of the Insured's business documents which are lost or destroyed during the course of an Insured Journey subject to a maximum amount of HK\$5,000 for any one Insured Journey.

Provisions applicable to Section 13

This Policy will not pay for the first HK\$200 of each and every claim.

Section 14 - Replacement of Insured Person Expenses

The Company will indemnify the Insured for the reasonable cost of travel (by scheduled economy air fare or second class rail fare) and accommodation incurred in respect of the necessary travel for a person to replace an Insured Person abroad due to:

1. The death of an Insured Person; or
2. The hospitalisation of an Insured Person, which continues for more than 72 hours as certified by a Registered Physician.

The amount of benefit payable under this extension shall not exceed HK\$10,000 per Insured Journey, irrespective of the number of Insured Persons.

Provisions applicable to Section 14

Benefits are not payable under this section:

1. For any expenses which the Insured Person or the Insured has paid or has budgeted to pay before the commencement of the Insured Journey.
2. As a result of the Insured Person committing or attempting to commit suicide, or intentionally inflicted self injury.
3. Unless the claim occurs in the course of an Insured Journey outside the Hong Kong SAR.

Section 15 - Storage of Personal Effects

In the event of the Insured Person suffering Accidental Injury or Sickness during the Insured Journey, the Company will reimburse the reasonable, additional cost of storing the Insured Person's personal effects outside the Hong Kong SAR for up to one (1) month or of returning them to the Hong Kong SAR subject to a limit of HK\$5,000 any one event.

Provisions applicable to Section 15

This Policy will not pay for the first HK\$200 of each and every claim.

Part 2 Optional Cover: China Medical Card

This section is optional. It is operative only if Part 1 Core Cover is in force for an Insured Person(s)

In the event of the Insured Person having suffered Accidental Injury or Sickness during the Period of Insurance whilst traveling in China and, being admitted to a Designated Hospital as a Resident Inpatient, the Company will provide full hospital admission deposit guarantee to the Designated Hospital.

Provisions applicable to Part 2

No benefits will be paid:

1. For a Pre-existing Condition.
2. When the Insured Person is residing in or traveling to China for the purpose of obtaining medical treatment or for rest and/or recuperation.

3. When the Insured Person is residing in or traveling to China contrary to the advice of a medical practitioner.

Hospital Admission Procedures at a Designated Hospital:

1. Approach the admission reception of the Designated Hospital.
2. Present the China Medical Card together with the relevant identification documents including China Entry Visa or Hong Kong identity card or passport, to the admission reception of the Designated Hospital.
3. The Designated Hospital will verify the submitted China Medical Card and document(s) to ensure validity and eligibility for admission.

If any problem arises during admission to the Designated Hospital, please call Worldwide Emergency Assistance Hotline (852) 2528 9333 for assistance.

Replacement of the China Medical Card

In the event of the loss or damage of the China Medical Card, the Insured Person must report to the Company within 48 hours and provide written confirmation as soon as possible. The replacement cost for each card of HK\$50 will be charged to the Insured's account with HSBC as specified in the Application Form/Policy Schedule.

(II) General Policy Definitions

1. **'Accident'** shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole and direct cause of bodily injury.
2. **'Accidental Death'** means death occurring after the date of the relevant Accident and directly and independently resulting from Accidental Injury.
3. **'Accidental Injury'** means bodily injury sustained by an Insured Person whilst this Policy is in force and which is solely and directly by accidental violent, external and visible means and independently of any other cause shall within 12 calendar months result in death or disablement or necessitate medical or surgical treatment.
4. **'China'** refers to mainland China.
5. **'Common Carrier'** means any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.
6. **'Confinement'** means confinement to Hospital as a Resident Inpatient on the advice of and under the regular care and attendance of a Registered Physician.
7. **'Credit Card'** means credit, bankers and cash dispenser cards.
8. **'Curtailement'** means abandonment of the planned Insured Journey after arrival at the booked destination as shown on the booking invoice by return to place of residence in the Hong Kong SAR.
9. **'Day of Hospital Confinement'** means each continuous 24-hour period that an Insured Person is confined as a patient in Hospital for the whole of 24 hours.
10. **'Designated Hospital'** means any hospital set out on the Hospital List applicable to the China Medical Card provided by the Company. The Company reserves the right to update the Hospital List at its own discretion without prior notice.

11. **'Family Members'** means the Insured Person's spouse, parent, parent-in-law, child, brother, sister, fiancé, fiancée, grandparent.
12. **'Hong Kong SAR'** means the Hong Kong Special Administrative Region.
13. **'Hospital'** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it:
 - (a) Operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident in-patient basis;
 - (b) Admits resident in-patients only under the supervision of a physician or physicians one of whom is available for consultation at all times;
 - (c) Maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
 - (d) Provides a full-time nursing service by and under the supervision of a staff of nurses;
 - (e) Maintains a legally licensed physician in residence.

'Hospital' shall not include the following:

 - (a) A mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
 - (b) A place for the aged; a rest home; a place for drug addicts or alcoholics;
 - (c) A health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home.
14. **'Insured'** means the company in whose name this Policy is issued and who is named in the Policy Schedule as the Policyholder.
15. **'Insured Journey'** means the journey in connection with the planned business or leisure trip commencing from the time when the Insured Person leaves his/her place of residence or business in the Hong Kong SAR (whichever is the later) to commence the journey until the time of return to his/her place of residence or business in the Hong Kong SAR (whichever is the earlier) on completion of the journey. The maximum allowable duration of an Insured Journey is sixty (60) days.
16. **'Insured Person'** means any eligible person stated in the Policy Schedule who is a Hong Kong SAR resident and is the person named on the application form being sole-proprietor, director, partners and employees of Insured.
17. **'Loss of Limb'** means loss by physical separation at or above the wrist or ankle joint, or total Loss of Use.
18. **'Loss of Sight'** means the total and irrecoverable loss of all sight of an eye or eyes rendering an Insured Person absolutely blind beyond remedy by surgical or other treatment.
19. **'Loss of Use'** means total functional disablement and is treated like the total loss of said limb or organ.
20. **'Medical Expenses'** means the actual expenses paid by the Insured Person to a duly qualified and Registered Physician, nurse or Hospital for medical, surgical or nursing treatment including the cost of surgical or nursing treatment, the cost of medical supplies and the cost of ambulance hire, but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Accidental Injury.

Provided that in the event of an Insured Person becoming entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source.

21. **'Pre-existing Condition'** means any Sickness or Injury which has been diagnosed, caused or originated during the 30 day period immediately prior to an Insured Journey.
22. **'Permanent'** means lasting 12 calendar months from the date of Accident and at the expiry of that period being beyond hope of improvement.
23. **'Permanent Total Disablement'** means that after 12 calendar months of continuous total disability which has resulted from Accidental Injury and which has commenced within 30 days after the date of the accident, an Insured Person is completely unable to engage in any gainful occupation or employment for the remainder of their life.
24. **'Policy Schedule'** means the Policy Schedule which is attached to and forms part of this Policy.
25. **'Private Car'** means any four-wheel pleasure type motor vehicle excluding such vehicle licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.
26. **'Registered Physician'** means a legally licensed physician or surgeon duly registered and practising pursuant to the law of the country in which such practice is maintained.
27. **'Resident Inpatient'** means an Insured Person whose Hospital Confinement is as a resident bed patient and whose Confinement is necessary for the medical care, diagnosis and treatment of an Accidental Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
28. **'Sickness'** means Sickness or disease contracted and commencing while the Insured Person whose Sickness is the basis of claim is insured under this Policy, except that for which an Insured Person has received medical treatment or advice by a Registered Physician prior to the effective date of insurance of the Policy or the date the Insured Person enrolls for insurance, whichever is the later.
29. **'Travel Alert'** is the alert issued by the Government of the Hong Kong Special Administrative Region under the Outbound Travel Alert (OTA) System. There are 3 levels of Travel Alert: "Amber Alert", "Red Alert" and "Black Alert". The Company may amend the definition of 'Travel Alert' from time to time based on any change to the OTA System made by the Government of the Hong Kong Special Administrative Region."

(III) General Policy Exclusions

The insurance under this Policy does not cover:

1. Death, disablement, injury, Sickness, loss of or damage to property, any one of which is sustained by the Insured Person and arising from causes directly or indirectly in consequence of:
 - (a) Riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Notwithstanding anything contained in this exclusion it is intended that this Policy will include injury arising from the unlawful hijacking of any vessel, vehicle or aircraft upon which the Insured Person is traveling as a bona fide passenger;
 - (b) Ionising radiations or contamination by radioactivity from any unclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - (c) Nuclear weapons material;

- (d) Suicide, self-destruction, self-inflicted injury, or any attempt threat whether sane or insane;
 - (e) Any venereal disease or Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complex or infection by Human Immuno-deficiency Virus (HIV);
 - (f) Childbirth or pregnancy notwithstanding that such injury may have been accelerated or induced by an Accident;
 - (g) An Insured Person having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle;
 - (h) An Insured Person having taken a drug, unless it is proved that the drug was taken in accordance with proper medical prescription and not for treatment of drug addiction;
 - (i) Engaging in:
 - (i) professional sports
 - (ii) racing other than on foot
 - (iii) deep water diving (that is diving to a depth of greater than 40 metres)
 - (iv) motor rallies and competitions
 - (v) sports or activities involving financial gain or payment other than reimbursement of reasonable travel or out of pocket expenses
 - (vi) aviation other than as a fare-paying passenger in a licensed aircraft operated by a recognised airline
 - (j) Engaging in duty with the fire, naval, airforce or military services or any armed force of any country or international authority;
 - (k) Engaging in offshore or mining aerial photography.
2. (a) Violation or attempted violation of the law or resistance to arrest;
 - (b) Illegal acts of an Insured Person or Insured Persons, executors or administrators, legal heirs or personal representative.
 3. Injury, Sickness occurred and/or hospital Confinement necessitating the utilisation of the China Medical Card beyond the sixty (60) days maximum time limit of an Insured Journey.
 4. Claims arising from incidents not notified in writing to the Company within 60 days from the date of Accident or any loss.
 5. Claims in respect of any property otherwise insured.
 6. Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If this Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7. Change of occupation nature of the Insured Persons which will involve any of them working as:
1. Airline personnel or flying as a pilot or member of the crew of an aircraft for the purpose of undertaking any professional trade or technical operation therein or thereon.
 2. A bodyguard or private investigator
 3. A carpenter or furniture manufacturer
 4. A chemical or petrochemical worker
 5. A commercial driver of trucks, goods carrying vehicles, taxis, motor buses or motor cycles
 6. A construction worker or worker on a construction site for construction/maintenance, demolition, sub-aqueous work
 7. A crew member aboard an ocean going vessel
 8. A diver or person working with compressed air
 9. An installer, repairer or person involved in maintenance of lifts or escalators
 10. A jewellery salesperson
 11. A jockey
 12. A machinery operator or repairer
 13. A manufacturer, producer or worker dealing with ammunitions, explosives or fireworks
 14. A metal worker or welder
 15. A miner or quarry worker
 16. Personnel in a Naval, military or air force service or operation
 17. A person working in an entertainment or gambling establishment including but not limited to nightclub, disco, karaoke club or bar, mahjong club
 18. A person working with asbestos or marble
 19. A person working with disciplinary, fire services or armed forces of any unit, country or international authority
 20. A person working at a height of greater than 10 feet from ground or each floor level
 21. A professional cash carrier, or person working in the security company and the like
 22. A professional sports person
 23. A reporter or foreign correspondent working in war zones or regions of conflicts
 24. A stevedore, deliverer
 25. A stunt person
 26. A tourist guide
 27. An underground worker involved in fitting gas, water or electrical appliances
8. 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.

Important Notice

It is the duty of the Insured to notify the Company immediately of any change in its business nature which may result in a material change of occupation nature as specified above.

(IV) Effective Date and Termination

Provided the departure date of an Insured Journey falls within the Period of Insurance, insurance is effective on commencement of the Insured Journey and terminates on completion of the Insured Journey or the expiration of a sixty (60) days period from departure of the Insured Journey, whichever is the earlier.

The maximum duration of an Insured Journey, as specified in the Policy, will be automatically extended for a maximum period of ten (10) days, if the Insured Person is unavoidably delayed during the course of his/her trip due to the issuance of any Travel Alert concerning the planned destination, or any circumstances specified and covered under Section 8 - Travel Delay.

Part 5 Termination

This Policy shall automatically terminate on the earliest of the following dates:

- (a) If the premium under this Policy remains outstanding after auto-debit(s) have been made or attempted as authorized from the nominated HSBC account of the Insured stated on the Debit Advice, from the date on or following the last such auto-debit or attempted auto-debit as determined by the Company in its absolute discretion.
- (b) The last date of the Period of Insurance specified in the Policy Schedule.
- (c) In respect of an Insured Person, the earliest of:
 - (i) upon death or disablement which results in payment of HK\$600,000 or more under Benefits 1-5 of Part 1 Core Cover Section 1- Personal Accident of this Policy; and
 - (ii) the date the Insured Person takes up permanent residency outside of the Hong Kong SAR.

Where Part 2 of this Policy is applicable, the Insured shall return the China Medical Card(s) to the Company upon termination of this Policy.

(V) General Policy Provisions

Additions

A person may be added as an Insured Person by the Policyholder, subject to satisfactory proof of eligibility and insurability to the Company and the payment of the required additional premium. Insurance coverage for the new Insured Person shall commence on the date the Company approves such addition.

Age Limits

The insurance afforded under this Policy shall only apply to persons aged 16-70 inclusive. In the event the age of the Insured Person has been misstated, and if according to the correct age of the Insured Person, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of the Company during the period the person insured is not eligible for coverage shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

Arbitration

All differences arising out of this Policy, shall be referred to the decision of an arbitrator to be appointed by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each party, and in case of disagreement between the arbitrators, to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or right of action against the Company.

Cancellation

The Company may cancel this Policy by giving seven (7) days' written notice sent by registered mail to the Insured at his/her last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force subject to a maximum of 50% annual premium actually paid.

The Insured may also cancel the Policy at any time by serving written notice to the Company. Such Cancellation will be effective on the date of receipt of the notice by the Company. Provided no claim has arisen during the current Period of Insurance, the Insured shall be entitled to a return of premium less premium for the period the Policy has been in force at the short period rates as the Company may apply from time to time in respect of Part 1 Core Cover only. The amount of returned premium should not exceed 50% annual premium paid to the maximum. No refund of premium for Part 2 China Medical Card will be allowed howsoever.

Further, if Part 2 China Medical Card is in force prior to cancellation, the Insured should return all cards issued to its Insured Persons immediately to the Company.

Claim Forms

The Company, upon receiving a notice of claim, will furnish to the claimant an appropriate claim form.

Medical reports, and all proof of loss as required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

The Company shall in the event of the death of the Insured Person be entitled to have a post-mortem examination carried out at its own expenses except when such examination is prohibited by law.

Consideration

This Policy is issued in consideration of the statements and Declarations contained in the Application Form, the Policy Schedule and the Insured's payment of premium when due.

Currency

Premiums and benefits payable under this Policy shall be in the currency of the Hong Kong SAR.

Duties of the Insured

The due observance and fulfilment of the Terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Entire Contract: Changes

This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties. No changes in this Policy shall be valid unless approved by the Company and evidenced by endorsement or amendment.

Exceptional Circumstances

The Company cannot be held liable for delays or suspensions in provision of services in the event of strikes, riots, any act of sabotage or terrorism, civil or foreign war, release of heat or irradiation coming from the splitting of nucleic atoms, radioactivity, other Accidents or causes of natural catastrophe. Provision of services by this Company are conducted within the context of the national and international law and regulations and are dependent on the necessary authorisation being obtained from the competent authorities.

Geographical Limits

This insurance afforded under this Policy shall apply 24 hours a day during an Insured Journey within the Geographical Limits of either Area 1 or Area 2 as stipulated on Policy Schedule for an Insured Person(s).

Area 1 and Area 2, as defined under this Policy, shall mean:

- **AREA 1** Brunei, Cambodia, mainland China, Guam, Indonesia, Japan, Korea, Macau Special Administrative Region (SAR), Malaysia, Myanmar (Burma), Philippines, Saipan, Singapore, Taiwan, Thailand, Tinian and Vietnam.
- **AREA 2** Worldwide

Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of the Hong Kong SAR.

Interest

No benefit payable under this Policy shall carry interest.

Jurisdiction

The Company will in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this insurance acknowledge the jurisdiction of the Courts in the Hong Kong SAR only.

Legal Action

No action shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 180 days from the expiration of 30 days within which proof of claim is required.

Mis-statement or Fraud

Any false statement made by the Insured or Insured Person in the information provided by the Insured of this insurance contract or concerning any claim shall result in the Company's right to repudiate liability under the Policy.

Notice of Claim

Written notice of claim must be given to the Company within 30 days after the occurrence of an Accident or a loss covered by this Policy or the commencement of Hospital Confinement covered by this Policy.

Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that notice had been provided as soon as was reasonably practicable, and in any event within 60 days from the date of such Accident or Hospitalisation.

Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured or Insured Person shall be deemed notice.

Payment of Benefit

Unless agreed by the Company to the contrary, indemnity for loss of life of the Insured Person is payable to the Estate of the Insured Person. All other indemnities of this Policy are payable to the Insured Person.

Physical Examination

The Company at its own expense shall have the right and opportunity to examine the Insured Person when and so often as it may reasonably require pending the outcome of a claim under this Policy.

Place of Origination

Unless agreed by the Company to the contrary, this insurance is only valid for travel originating from the Hong Kong SAR.

Prohibition on Trust or Assignments

This Policy is not assignable and the Insured warrants that this Policy is not subject to a trust and will not be made subject to a lien or charge and that the Policy will be kept in the Insured's possession throughout the currency of the Policy.

Proof of Claim

Written proof in support of a claim must be furnished to the Company within 30 days from the receipt of the claim form provided by the Company as above. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably practicable to give proof within such time, provided such proof is furnished as soon as is reasonably practicable, and in no event later than 180 days from the time such proof is otherwise required.

All claims must be submitted with comprehensive supporting information including:

1. In the case of Personal Accident
Hospital and Registered Physician's reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's report.
2. In the case of Medical and Other Expenses and Cancellation charges or Curtailment of Journey
All receipts, tickets, coupons, contracts or agreements relevant to the claim and if the claim be in respect of medical treatments, a full Registered Physician's report stipulating (a) the diagnosis of the condition treated (b) the date the disability commenced in the Registered Physician's opinion and, (c) the Registered Physician's summary of the course of treatment including medicines prescribed and services rendered.
3. In the case of Loss or Damage to Money, Baggage and Baggage Delays, all details including
 - (a) receipts as to date of purchase, price, model and type of items lost or damaged
 - (b) a copy of immediate notification to the carrier and their acknowledgement when loss or damage has occurred in transit
 - (c) certified copy of police reports when loss or damage has occurred in other circumstances. Reports to these authorities must be made within 24 hours of the occurrence.
4. In the case of Travel Delay
All documents which prove to the Company, that the cause of delay falls within the scope of cover provided under this Policy.

Reasonable Care

The Insured Person must exercise reasonable care to prevent accidents, injury, illness, disease, loss or damage.

Reinstatement

If this Policy is terminated for any reason, the acceptance and approval of a subsequent request for Insurance by the Company shall reinstate this Policy. The reinstated Policy shall cover only losses sustained after the date of reinstatement.

Right of Recovery

In the event authorisation of payment and/or payment is made by the Company for medical expenses that are not payable or not covered by this insurance or any amount in excess of the insurance limit, the Company shall have the right to recover from the Insured. Upon receipt of the written request from the Company, the Insured should undertake to reimburse the demanded sum within fourteen (14) days. Should the Insured fail to settle the same within the time limit, the Company will suspend the medical guarantee facility. Upon suspension, the Insured has to return all China Medical Cards to the Company and remains liable for any outstanding payment in arrears.

Subrogation

The Company has the right to proceed at its own expense and in the name of the Insured against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

Terms and Conditions

Benefits payable under this Policy are subject to the Definitions and all other pertinent Terms, Provisions and Conditions.

Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

Summary of Benefits / Indemnity per Insured Person (HK\$)

Insurance Coverage		
Part 1 Core Cover	Benefits / Indemnity Limit HK\$	Excess HK\$
Section 1 - Personal Accident		
1. Accidental Death	600,000	
2. Loss of two eyes, two limbs or one eye and one limb	600,000	
3. Loss of one eye or one limb	300,000	Nil
4. Death, permanent total disablement caused by accident in a common carrier or private car	1,200,000	
5. Permanent total disablement caused by other accidents	600,000	
Section 2 - Medical and other expenses		
1. Medical Expenses	600,000	
Compassionate visit	(60,000)	
Repatriation of remains	(50,000)	
Funeral expenses	(10,000)	Nil
2. Emergency medical evacuation expenses	600,000	
Section 3 - Hospital benefit	6,000 (200/day, max 30 days)	Nil
Section 4 - Baggage and personal effects	10,000 (max 3,000/item, pair or set)	PDA (e.g. Palm Pilot, Sony Clie), mobile phones, MP3, laptop, notebook, slimnote, pocket PC, portable DVD - HK\$300 or 25% on loss whichever is the greater Others - HK\$300
Section 5 - Delayed baggage (at least 6 hours)	2,000	Nil
Section 6 - Personal money and travel documents	Money 3,000 Traveling document 5,000	200
Section 7 - Personal liability	2,000,000	200
Section 8 - Travel delay	2,500 (250 - for the first 6 hours & each subsequent 12 hours)	Nil
Section 9 - Loss of deposit or cancellation	50,000	200
Section 10 - Curtailment of Insured Journey	50,000	200
Section 11 - Credit card protection	5,000	Nil
Section 12 - Golfing 'Hole in One'	4,000 (2,000 per event)	Nil
Section 13 - Loss of business documents	5,000	200
Section 14 - Replacement of Insured Person expenses	10,000	Nil
Section 15 - Storage of personal effects	5,000	200
Part 2 Optional Cover		
China Medical Card Admission deposit guarantee at Designated Hospitals in China	Full deposit guarantee	Nil

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit www.axa.com.hk/ia-levy or contact AXA at (852) 3070 5000.

Important Notes:

The above policy is underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.

