

# HSBC EveryMile Credit Card Travel Insurance

HSBC EveryMile Credit Card Travel Insurance (the “Master Policy” or “Policy”) is a group contract of insurance underwritten by **AXA General Insurance Hong Kong Limited (“AXA”)** and issued to **The Hongkong and Shanghai Banking Corporation Limited (“HSBC” or “Policyholder”)**. You are the insured person under the Master Policy for the benefits below, provided that you meet the eligibility requirement. The cover is included with HSBC EveryMile Credit Card cardholder travelling overseas from 1 January 2025 to 31 December 2025. You must read and agree to the terms and condition of complimentary travel insurance for HSBC EveryMile Credit Card.

With respect to this Master Policy, HSBC is not an insurance agent of AXA, and HSBC is not your insurance broker. There is also no contract of insurance between you and AXA.

**Policy Number: 29389896**

## Eligible Insured Person

- Being the HSBC EveryMile Credit Card Cardholder, you and your accompanying Spouse/Partner and Children travelling with you shall be automatically eligible for the covered Trip under the Master Policy when travel Overseas.

## Geographical Limit

- The cover will be provided on a worldwide basis.

## Covered Trip

- The Trip must commence within 180 days from the day of full payment of the following costs by the Cardholder using the HSBC EveryMile Credit Card for the covered Trip:
  - (1) overseas transportation cost on land, water or air to or from Hong Kong; and/or
  - (2) overseas accommodation cost for the entire Trip; and/or
  - (3) overseas escorted tour package cost paid to travel agents licensed in Hong Kong for the entire Trip.

In the event that some costs of one or more of items (1), (2) or (3) above have been redeemed by way of air miles or hotel points with the RewardCash earned from the HSBC EveryMile Credit Card, the covered Trip shall be deemed to be satisfied provided that all of the remaining or additional costs (including tax and fuel surcharge and any fees which are required to be paid according to any local requirement (if applicable)) falling within the category of items (1), (2) and/or (3) above are paid by the Cardholder with the HSBC EveryMile Credit Card.

- For the avoidance of doubt, any payment of costs for items (1), (2) and/or (3) using the HSBC EveryMile Credit Card via top-up or any purchase and/or reload of stored value cards or e-Wallet shall not be considered as satisfying the conditions for the covered Trip.
- The covered Trip must be originating from Hong Kong and ending in Hong Kong, ceasing when the Insured Person returns and re-enters Hong Kong. The maximum duration of each covered Trip is 90 days, provided that the departure date of the covered Trip is within the Period of Insurance. For the sake of clarity, one-way journey from Hong Kong to elsewhere is not covered.

Core Benefits	Sum Insured (per Trip) in HKD	
	Individual Travel (per Insured Person)	Family Travel (per family)
Section 1 – Personal Accident	500,000	1,000,000
Section 2 – Medical and Other Expenses	600,000	1,200,000
Section 3 – Overseas Emergency Assistance	Fully covered	Fully covered
Section 4 – Hospital Cash (overseas)	3,000 (500 per day)	6,000 (500 per day)
Section 5 – Baggage and Personal Effects	6,000	6,000
Section 6 – Delayed Baggage	1,000	2,000
Section 7 – Personal Money and Travel Documents	Personal Money: 1,000 Travel Documents: 3,000	Personal Money: 2,000 Travel Documents: 6,000
Section 8 – Personal Liability	1,000,000	3,000,000
Section 9 – Travel Delay (over 6 hours)	2,000 (200 each 6 hours)	4,000 (200 each 6 hours)
Section 10 – Trip Cancellation and Trip Curtailment	20,000	40,000

Please refer to Part 2 Benefit Table of the Policy Terms and Conditions for the coverage and sum insured limit details.

Please refer to the Policy Terms and Conditions below for description of the group insurance contract.

If you have any queries and need repatriation assistance, please contact AXA Insurance Services Hotline at (852) 2894 4680.



## POLICY TERMS AND CONDITIONS

### HSBC EveryMile Credit Card Travel Insurance

(Applicable for covered Trips commencing between 1 January 2025 and 31 December 2025)

This document (i.e. "Policy Terms and Conditions") provides a description of the group insurance (issued under Policy Number: **29389896**) ("Policy") held by **The Hongkong and Shanghai Banking Corporation Limited ("HSBC")** for Your benefit as eligible cardholders of **HSBC EveryMile Credit Card ("Cardholders")**. This policy is underwritten and issued by **AXA GENERAL INSURANCE HONG KONG LIMITED ("AXA")** to HSBC. This document is an appendix to and subject to the Policy. This document is not a full set of terms and conditions of the Policy.

In consideration of the payment of the premium by HSBC, AXA agrees to provide coverage under the Policy whilst the Policy is in force and in accordance with the terms of the Policy.

The benefits under this Policy are provided at no additional cost to Cardholders who can make claims directly to AXA (or via our appointed Emergency Assistance Service provider for emergency cases that should include evacuation and repatriation) as persons insured under this Policy within the relevant terms, conditions, exclusions and claims procedures as stated herein.

Cardholders will be bound by these Policy Terms and Conditions which can be amended by AXA with the consent of HSBC from time to time. All claims, disputes and complaints should be referred directly to AXA.

Final decisions will be made in accordance with the Policy. HSBC and AXA reserve the right to make the final decision on all claims.

## Part 1 - Definitions

The words listed below have these special meanings when they appear in this Policy with the first letter capitalised.

Words	Definitions
<b>Accident/ Accidental</b>	A sudden and unforeseen event that solely and independently results in Bodily Injury, disablement or death and which is not caused by an Illness or medical condition suffered by Insured Person; or loss of or damage to property, whichever applies.
<b>Adult</b>	Any person aged 18 or above.
<b>Benefit Table</b>	The table listing the benefit amounts in Part 2 of this Policy wordings.
<b>Bodily Injury</b>	Bodily injury caused by Accidental, violent, external and visible means. It does not include any Sickness or naturally occurring medical condition or degenerative process.
<b>Burns</b>	Tissue damage caused by the agent of heat only.
<b>Cardholder</b>	The valid principal Cardholder of "HSBC EveryMile Credit Card". "HSBC EveryMile Credit Card" shall mean the HSBC EveryMile Credit Card issued by HSBC licensed in Hong Kong.
<b>Child/ Children</b>	Any dependent child, including any stepchild and legally adopted child of the Cardholder, who is an unmarried child aged under 24 years old, provided that the child is a full-time student if aged over 21 and travelling with the Cardholder.
<b>Chinese Medicine Practitioner</b>	A duly qualified practitioner of Chinese medicine registered and legally authorised as such under the laws of the country/region of his practice to render Chinese medicine and/or to render acupuncture Treatment or bone-setting, in which the claim arises where the Treatment takes place, but excluding the Insured Person himself, the Insured Person's Eligible Family Members or the relative of the Insured Person.
<b>Common Carrier</b>	<ul style="list-style-type: none"> <li>(a) Any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or other public transportation provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers,</li> <li>(b) 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,</li> <li>(c) Any regularly scheduled airport limousine operating on fixed routes and schedules.</li> </ul>
<b>Covid-19</b>	An infectious disease named by the World Health Organisation as "COVID-19" and caused by severe acute respiratory syndrome SARS-COV-2.
<b>Curtailment</b>	Abandonment by return to Place of Residence or Place of Business after arrival at the scheduled destination of the planned Trip as shown on the itinerary.
<b>Degree</b>	The unit of measurement for the Burns customarily used by the Hong Kong government or Hospital Authority.
<b>Electronic Items</b>	Any computers (including laptops, notebooks and tablets), e-reader, smart watch, diabetes or blood pressure monitor, gaming devices and digital recorder which are portable and intended for personal use but excluding Sports Equipment, mobile phone and photographic equipment.
<b>Eligible Family Members</b>	Partner, Spouse and/or Children. The Sum Insured per family is specified in the Benefit Table per Trip.
<b>Emergency Assistance Service</b>	An independent Service Provider appointed by Us to provide services covered by this Policy. It is not Our employee, agent, or servant, and We will not be liable for any acts or failure to act on the part of it.
<b>Endorsement</b>	An authorised amendment to the terms of the Policy.
<b>e-Wallet</b>	A digital payment tool that allows users to make transactions online or through a mobile application and/or reload of stored value cards, and store funds in a digital account.
<b>Family Travel</b>	The insurance plan is applicable to the Cardholder and his accompanying Spouse/Partner and Child/Children, with Sum Insured specified in the Benefits Table. The payment of benefits under this plan is subject to paragraph 13 in Part 5. The maximum amount of benefits for each Insured Person is further subject to the Individual Travel Sum Insured.
<b>Hong Kong</b>	Hong Kong Special Administrative Region.

<b>Hospital</b>	<p>A legally constituted establishment operated pursuant to the laws of the country/region in which it is based, and meeting all of the following requirements in that it:</p> <ul style="list-style-type: none"> <li>(a) operates primarily for the reception, medical care and Treatment of sick, ailing or injured persons as in-patients;</li> <li>(b) admits in-patients only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;</li> <li>(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;</li> <li>(d) provides a full-time nursing service by and under the supervision of a staff of registered or graduated nurses;</li> <li>(e) maintains a legally licensed Physician in residence.</li> </ul> <p>"Hospital" shall not include the following:</p> <ul style="list-style-type: none"> <li>(a) a clinic, nursing, rest or convalescent home of similar establishment, a place for alcoholics or drug addicts;</li> <li>(b) a mental institution; an institution confined primarily to the Treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;</li> <li>(c) a place for the aged including elderly centre; a rest home;</li> <li>(d) 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.</li> </ul>
<b>Hospitalised/ Hospitalisation</b>	Being confined in a Hospital as a registered in-patient under the care of a Physician because of medical necessity (and not merely for any form of nursing, convalescence, rehabilitation or extended care).
<b>Individual Travel</b>	The insurance plan is applicable to the Cardholder solely, with Sum Insured specified in the Benefit Table.
<b>Insured Person</b>	<p>The Cardholder, the accompanying Spouse/Partner and dependents who are Children shall be the eligible Insured Person, provided that the Trip must commence within 180 days from the day of full payment of the following costs by the Cardholder using the HSBC EveryMile Credit Card for the covered Trip:</p> <ul style="list-style-type: none"> <li>(1) overseas transportation cost on land, water or air to or from Hong Kong; and/or</li> <li>(2) overseas accommodation cost for the entire covered Trip; and/or</li> <li>(3) overseas escorted tour package cost paid to travel agents licensed in Hong Kong for the entire covered Trip.</li> </ul> <p>In the event that some costs of one or more of items (1), (2) or (3) above have been redeemed by way of air miles or hotel points with the RewardCash earned from the HSBC EveryMile Credit Card, the covered Trip shall be deemed to be satisfied provided that all of the remaining or additional costs (including tax and fuel surcharge and any fees which are required to be paid according to any local requirement (if applicable)) falling within the category of items (1), (2) and/or (3) above are paid by the Cardholder with the HSBC EveryMile Credit Card.</p> <p>For the avoidance of doubt, any payment of costs for items (1), (2) and/or (3) using the HSBC EveryMile Credit Card via top-up or any purchase and/or reload of stored value cards or e-Wallet shall not be considered as satisfying the conditions for the covered Trip.</p>
<b>Loss of Sight/ Eye</b>	The total and irrecoverable loss of all sight of an eye or eyes rendering the Insured Person absolutely blind beyond remedy by surgical or other Treatment.
<b>Loss of Speech</b>	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.
<b>Loss of Use</b>	Total functional disablement.
<b>Medical Treatment Expenses</b>	The actual expenses paid to a Physician or Chinese Medicine Practitioner or Hospital for medical, surgical or nursing Treatment which is Medically Necessary, including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and Treatment unless such Treatment is Medically Necessary by Accidental injuries to sound natural teeth.
<b>Medically Necessary</b>	Reasonable and essential medical services and supplies, ordered by a Physician or Chinese Medicine Practitioner exercising prudent clinical judgment, needed to diagnose or treat a sickness, Bodily Injury or its symptoms, and that meet generally accepted standards of medical practice.
<b>Pandemic</b>	Pandemic as announced by the World Health Organisation.
<b>Partner</b>	Someone with whom the Cardholder lives in a relationship equivalent to marriage, whether of the same or opposite gender.

<b>Permanent Total Disablement</b>	After 12 calendar months of total continuous disability which has resulted from Accidental Bodily Injury and which has commenced within 30 days after the date of the Accident, the Insured Person is completely unable to engage in any substantially gainful occupation or employment for the remainder of his life.
<b>Personal Money</b>	Cash, cheques, travellers' cheques and money orders belonging to the Insured Person, excluding credit cards, withdrawal cards, ATM cards, stored value cards (such as Octopus cards) and electronic money which is exchanged electronically over a technical device such as a computer or mobile phone.
<b>Physician</b>	A duly qualified practitioner of western medicine registered and legally authorised as such under the laws of the country/region of his practice to render western medical or surgical services, in which the claim arises where the Treatment takes place, but excluding the Insured Person, the Insured Person's Eligible Family Members or a relative of the Insured Person.
<b>Place of Business</b>	The place where Insured Person normally works within Hong Kong.
<b>Place of Residence</b>	The place where Insured Person normally lives within Hong Kong.
<b>Pre-existing Condition</b>	Injury, sickness, disease or medical condition which existed before the commencement date of each Trip.  In respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware or should have reasonably been aware.
<b>Serious Bodily Injury/ Serious Sickness</b>	(a) When applied to an Insured Person, it refers to any Bodily Injury or Sickness that results in an Insured Person being certified by a Physician as unfit to continue with the Trip. (b) When applied to an Insured Person's Eligible Family Members, travelling companion, close business associate etc ("the Injured or Sick Person"), it refers to the Bodily Injury or Sickness which necessitates an Insured Person to return to or stay in Hong Kong to take care of the Injured or Sick Person who is Hospitalised and requires immediate medical treatment by a Physician.
<b>Service Provider</b>	An independent service provider appointed by Us to provide services covered by this Policy. It is not Our employee, agent, or servant, and We will not be liable for any acts or failure to act on the part of it.
<b>Sickness/ Illness</b>	Sickness or disease contracted and commencing during the Trip, and excludes any Pre-existing Condition.
<b>Sports Equipment</b>	Articles that are used (including balls, bats, sticks for hockey and lacrosse, racquets and nets for tennis, bicycle, golf equipment, skiing/snowboarding gears) during participation in a recognised physical sport, but excluding the clothing. The sports equipment must be owned by the Insured Person and not hired by, loaned or entrusted to the Insured Person. This definition excludes any electronic or motorised equipment.
<b>Spouse</b>	Same sex or opposite sex spouse legally married according to the law of the country/region in which the spouse is married.
<b>Suitcase</b>	A portable suitcase with a telescopic handle, for carrying clothes and possessions while travelling.
<b>Sum Insured</b>	The maximum limit that the relevant Section or Sub-section will pay in accordance with Part 2 - Benefit Table.
<b>Third Degree Burn</b>	The damage or destruction of the skin to its full depth and damage to the tissues beneath.
<b>Travel Alert</b>	Is the alert issued by the Security Bureau of the Government of Hong Kong under the Outbound Travel Alert ("OTA") System. There are 3 levels of Travel Alert: – Amber Alert – Red Alert – Black Alert Definition of the Travel Alert may be changed by Us from time to time based on changes to the OTA system communicated by the Government of Hong Kong.
<b>Travel Delay</b>	The duration calculated from the original departure time of the Insured Person's scheduled transportation to one of the following : (a) The next available re-scheduled departure time offered by the same provider of the transportation which the Insured Person travel in; or (b) The departure time of the alternative scheduled transportation which the Insured Person arrange and travel in, provided it departs earlier than the next available re-scheduled departure time offered by the original transportation provider.
<b>Travel Documents</b>	(a) Documents of identity including passport, visa and the like necessary and solely for immigration clearance of the Trip; (b) Travel Tickets.
<b>Travel Tickets</b>	Rail pass or integrated public transportation pass, cruise (lasting 24 hours or longer) ticket or air ticket for the Trip, all belonging to the Insured Person.
<b>Treatment</b>	Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a medical condition.

<p><b>Trip</b></p>	<p>A holiday or journey for leisure or business purposes in which the Insured Person leaves from his Place of Residence or Place of Business to travel outside Hong Kong and at the end of which the Insured Person return to his Place of Residence or Place of Business.</p> <p>This Trip must be originating from Hong Kong and ending in Hong Kong, ceasing when the Insured Person returns and re-enters Hong Kong. The maximum duration of each Trip is 90 days. For the sake of clarity, one-way journey from Hong Kong to elsewhere is not covered.</p> <p>For all sections (except for Section 10A. Trip Cancellation or Loss of Deposit), the cover shall commence when the Insured Person leaves his Place of Residence or Place of Business (whichever is the later), for the sole and direct purpose of commencing the Trip, and shall end at the time of direct return to his Place of Residence or Place of Business, or at the 90th day as per maximum duration per Trip, whichever is the earlier.</p>
<p><b>We/ Us/ Our/ Insurer/ Company/ AXA</b></p>	<p>AXA General Insurance Hong Kong Limited.</p>

## Part 2 – Benefit Table

The following provides an overview of the benefits and their Sum Insured. For details on how each benefit pays, please refer to Part 3 - Coverage.

Core Benefits Coverage	Sum Insured (per Trip) in HKD	
	Individual Travel (per Insured Person)	Family Travel (per family)
<b>Section 1 – Personal Accident</b>		
<b>Section Limit</b>	500,000	1,000,000
1.1 Personal Accident	500,000	1,000,000
1.2 Burns	100,000	200,000
<b>Section 2 – Medical and Other Expenses</b>		
<b>Section Limit</b>	600,000	1,200,000
(1) Medical Treatment Expenses	600,000	1,200,000
Subject to the following sub-limit:		
- Transportation cost	400	800
- Chinese Medicine Practitioner	1,000 (100 per day)	
(2) A family member travels overseas to visit Hospitalised Insured Person (travelling & accommodation expense)	15,000	30,000
(3) Returning Insured Person's Child to Hong Kong (travelling expense)	50,000	100,000
(4) Trauma Counselling	10,000	20,000
<b>Section 3 – Overseas Emergency Assistance</b>		
Emergency Medical Evacuation / Repatriation of Remains	Fully covered	
Overseas Funeral Expenses	100,000	200,000
<b>Section 4 – Hospital Cash (overseas)</b>		
<b>Section Limit</b>	3,000 (500 per day)	6,000 (500 per day)
<b>Section 5 – Baggage and Personal Effects</b>		
<b>Section limit</b>	6,000	6,000
Subject to the following sub-limit:		
(1) Sports Equipment, photographic equipment and Electronic Items - Limit per item / pair / set	1,500	1,500
(2) Suitcase - Limit per item	1,000	1,000
(3) Others - Limit per item / pair / set	1,500	1,500
<b>Section 6 – Delayed Baggage</b>		
Essential items or clothing (for delay over 6 hours)	1,000	2,000
<b>Section 7 – Personal Money and Travel Documents</b>		
Personal Money (Children are not applicable)	1,000	2,000
Travel Document & Travel Ticket	3,000	6,000
<b>Section 8 – Personal Liability</b>		
Limit per event	1,000,000	3,000,000
<b>Section 9 – Travel Delay (over 6 hours)</b>		
Cash Allowance	2,000 (200 each 6 hours)	4,000 (200 each 6 hours)
<b>Section 10 – Trip Cancellation and Trip Curtailment</b>		
A. Cancellation	20,000	40,000
B. Curtailment		

- All Sum Insured are illustrated on a per person and per Trip basis unless otherwise stated.
- Individual Travel: it is the insurance plan applicable to the Cardholder solely.
- Family Travel: it is the insurance plan applicable to the Cardholder, the accompanying Spouse/Partner and the Child. The maximum amount of benefits for each Insured Person is further subject to the Individual Travel Sum Insured.
- All claims payable under each of sub-benefit should not exceed the respective Section limit.

**Part 3 - Coverage**

**Section 1 – Personal Accident Benefits**

**1.1 Personal Accident**

In the event of Accidental Bodily Injury being sustained by Insured Person during a Trip which shall result in death or disablement, according to the Compensation Table below, We will pay up to Sum Insured specified in the Benefit Table:

Compensation Table		Compensation (% of the Sum Insured per Insured Person shown in the Benefit Table)
1.	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 total Loss of Speech and Loss of Hearing	100%
9.	Permanent total Loss of Hearing in	
	(a) both ears	75%
	(b) one ear	20%
10.	Permanent total Loss of Speech	50%

Despite any provisions in this Policy, for Section 1 Personal Accident (including all Benefits 1 to 10 in the above Compensation Table and Burns benefit below), Our aggregate limit of indemnity in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause is HKD 100,000,000.

**Provisions to Section 1.1 – Personal Accident**

- No benefit will be payable unless death or disablement occurs within twelve months of the date of Accidental Bodily Injury.
- No benefit will be payable under benefits 2 to 10 above, except on proof to Us that the disablement has continued for 12 months from the date of Accidental Bodily Injury and in all probability, will continue for the remainder of Insured Person’s life.
- Benefits 1 to 10 are not cumulative and only one benefit will be payable for any one event. Should more than one of the events occur from the same Accidental Bodily Injury, We will only pay for the event with the highest compensation.
- If at the time of Accident, the Insured Person has already had amputation or Loss of Use of a hand, arm, foot, leg, lost the sight of one or both eyes, hearing in one or both ears or speech, such loss shall not be included in assessing any benefit payable under this Policy.
- Disappearance  
Death shall not in any way be presumed by reason of the disappearance of the Insured Person except in the event of the total loss by sinking or wrecking of the ship or aircraft in which the Insured Person was travelling at the material time. Death payment is subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person’s estate and that such payment shall be refunded to Us if it is later discovered that the Insured Person is found to be living and had not suffered death as a result of the Accident.

**1.2 Burns**

In the event of Accidental Bodily Injury being sustained by Insured Person during a Trip which shall result in Burns, We will pay up to Sum Insured according to the Burns Compensation Table below:

Burns Compensation Tale	Individual Travel Third Degree Burn (HKD)	Family Travel Third Degree Burn (HKD)
On 45% or more of the body surface	100,000	200,000
On 27% or more of the body surface	60,000	120,000
On 18% or more of the body surface	50,000	100,000
On 9% or more of the body surface	30,000	60,000
On 4.5% or more of the body surface	20,000	40,000

- Individual Travel: it is the insurance plan applicable to the Cardholder solely.
- Family Travel: it is the insurance plan applicable to the Cardholder, the accompanying Spouse/Partner and the Child. The maximum amount of benefits for each Insured Person is further subject to the Individual Travel Sum Insured.

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



## Provisions to Section 1

1. The total amount of all benefits under Section 1.1 Personal Accident and Section 1.2 Burns benefit payable for one or more Bodily Injury sustained by an Insured Person during the Trip shall not exceed HKD500,000 for Individual Travel and HKD1,000,000 for Family Travel in the aggregate.

## Section 2 – Medical and Other Expenses

Subject to Provision 1 below, We will pay up to Sum Insured as specified in the Benefit Table if the Insured Person suffers Accidental Bodily Injury or Sickness during a Trip requiring urgent Treatment. In such circumstances, We will indemnify the Insured Person for:

### 1. Medical Treatment Expenses incurred by the Insured Person

We will pay up to the Sum Insured specified in the Benefit Table for Medical Treatment Expenses, additional accommodation and travelling expenses necessarily incurred outside Hong Kong within 12 months of the date of incident giving rise to the claim as a direct result of Accidental Bodily Injury sustained by or Sickness of the Insured Person occurring during the Trip.

### 2. An Eligible Family Member travels overseas to visit Hospitalised Insured Person (Additional travelling and accommodation expenses)

We will pay up to the Sum Insured specified in the Benefit Table for reasonable additional travel and accommodation expenses incurred by one of the Insured Person's Eligible Family Members or travelling companion when required on medical advice to remain or travel with the Insured Person who has been Hospitalised overseas due to Insured Person's Serious Bodily Injury or Serious Sickness.

### 3. Returning Insured Person's Children to Hong Kong (Additional travelling expenses)

We will pay up to the Sum Insured specified in the Benefit Table for the reasonable additional travelling expense (confined to the original booking class of the first flight during the Trip) incurred to return Insured Person's dependent Children to the Insured Person's Place of Residence in Hong Kong because there is no Adult to take care of Insured Person's Children who are with the Insured Person in the Trip while the Insured Person is Hospitalised overseas.

### 4. Trauma Counselling

We will pay up to Sum Insured specified in the Benefit Table for the reasonable medical expenses of counselling services incurred during the Trip outside Hong Kong and/or incurred in Hong Kong within 3 months after Insured Person's return to Hong Kong from the Trip, which is recommended by the Physician in the event the Insured Person witnesses and/or is the victim of a traumatic event including rape, armed hold up, assault, natural disaster or acts of terrorism only during the Trip.

## Provisions to Section 2

1. The maximum amount that We will pay for benefits 1 above in relation to Chinese Medicine Practitioner's fees in respect of any one Insured Person is HKD1,000 per Trip subject to a maximum of HKD100 per visit and one visit per day.
2. The benefits 1 to 4 above are payable out of the Sum Insured per Insured Person per Trip. After payment of a benefit, the Sum Insured per Insured Person per Trip will be reduced by the amount of the benefit paid. We will have no further liability in relation to a Trip under Section 2 – Medical and Other Expenses after the Sum Insured per Insured Person per Trip has been exhausted.
3. No benefits will be paid:
  - (a) For Treatment obtained in Hong Kong.
  - (b) For surgical and medical treatment which in the opinion of the Physician treating the Insured Person can be reasonably delayed until the Insured Person's return to Hong Kong.
  - (c) For the additional cost of a single or private room at a Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipment.
  - (d) For any cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions thereof, except as necessitated by Accidental Bodily Injuries occurring during a Trip.
  - (e) For any claim relating to Pre-existing Condition.
  - (f) For any Treatment provided by Physician, Chinese Medicine Practitioner, acupuncturist, bonesetter, physiotherapist or chiropractor who is the Insured Person himself or an Eligible Family Member or a relative of the Insured Person.
  - (g) For any claims relating to the Insured Person travelling to a country, specific area or event when the Security Bureau of The Government of the Hong Kong Special Administrative Region ("the Security Bureau") has advised against non-essential or all travel (i.e. Red Alert or Black Alert), unless the Security Bureau has provided exceptional permission for such travel. This exclusion does not apply if:
    - i. The claim is a Covid-19 claim;
    - ii. The Insured Person has started the Trip before the issuance of such travel advice; or
    - iii. The claim does not arise from an event same in nature as that is mentioned in the Red Alert or Black Alert or their supplementary information issued by the Security Bureau.
  - (h) For any claims relating to the vaccine-preventable diseases if:
    - i. Insured Person fails to obtain prior to the Trip any mandatorily required vaccines, inoculations or medications by the relevant government/regulatory authority of the country/region to which Insured Person is travelling; and/or
    - ii. Insured Person fails to obtain prior to the Trip any mandatorily required vaccines, inoculations or medication by the Government of Hong Kong.

### Section 3 – Overseas Emergency Assistance

The service described in this Section must be necessitated by a medical emergency and coordinated by the Emergency Assistance Service appointed by Us. The maximum amount payable under this section is specified in the Benefit Table.

Please call Emergency Assistance Hotline on (852) 2528 9333 and quote the first six digits “436605” of Cardholder’s HSBC EveryMile Credit Card.

#### A. Repatriation of Remains

When Insured Person suffers death while overseas, We will pay for reasonable charges, for burial or cremation in the country/region that Insured Person’s death occurs or the reasonable cost of transport of body or ashes to place of initial departure.

#### B. Overseas Funeral Expenses

We will pay up to the Sum Insured specified in the Benefit Table for the reasonable funeral expenses (other than the burial or cremation charges) in the overseas country/region that Insured Person’s death occurs, provided that the expenses shall be paid directly to the funeral home (or similar establishment) and only upon Our receipt of satisfactory supporting documentation.

#### C. Emergency Medical Evacuation Expenses

When Insured Person suffers an Accidental Bodily Injury or Sickness during a Trip overseas, and the Emergency Assistance Service judged that it is Medically Necessary to have emergency medical evacuation of the Insured Person to another location or return the Insured Person to Hong Kong for medical treatment, the Emergency Assistance Service will arrange for the evacuation utilising the means best suited to do so, based on the medical severity of Insured Person’s condition. We will pay directly for the covered expenses for such evacuation.

The means of evacuation arranged by the Emergency Assistance Service 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 the Emergency Assistance Service and will be based solely upon medical necessity.

Covered expenses are expenses for service provided and/or arranged by the Emergency Assistance Service for the transportation, medical services and medical supplies incurred as a result of an emergency medical evacuation of the Insured Person.

#### Provisions to Section 3

No benefit will be paid for:

1. Any expenses incurred for services provided by another party for which the Insured Person are not liable to pay, or any expenses already included in the cost of a scheduled Trip.
2. Any expenses for a service not approved and arranged by the Emergency Assistance Service. This exclusion shall, at Our discretion be waived if the Insured Person or his travelling companions cannot notify Emergency Assistance Service during an emergency medical situation for reasons beyond their control. In any event, We reserve the right to reimburse the Insured Person only for those expenses incurred for service which Emergency Assistance Service would have provided under the same circumstances and up to the limit as specified in the Benefit Table for emergency medical evacuation expenses.
3. Any claims arising directly or indirectly from Pre-existing Condition.
4. Any claims relating to the Insured Person travelling to a country, specific area or event when the Security Bureau of The Government of the Hong Kong Special Administrative Region ("the Security Bureau") has advised against non-essential or all travel (i.e. Red Alert or Black Alert), unless the Security Bureau has provided exceptional permission for such travel. This exclusion does not apply if:
  - i. The claim is a Covid-19 claim;
  - ii. The Insured Person has started the Trip before the issuance of such travel advice; or
  - iii. The claim does not arise from an event same in nature as that is mentioned in the Red Alert or Black Alert or their supplementary information issued by the Security Bureau.
5. Any claims relating to the vaccine-preventable diseases if:
  - i. Insured Person fails to obtain prior to the Trip any mandatorily required vaccines, inoculations or medications by the relevant government/regulatory authority of the country/region to which Insured Person is travelling; and/or
  - ii. Insured Person fails to obtain prior to the Trip any mandatorily required vaccines, inoculations or medication by the Government of Hong Kong.

#### **Section 4 – Hospital Cash (overseas)**

In the event that the Insured Person is admitted to a Hospital abroad as an in-patient due to Accidental Bodily Injury or Sickness sustained outside Hong Kong during a Trip, We will pay a cash benefit of HKD500 for every complete day of 24 hours and up to the Sum Insured specified in the Benefit Table, for any one event.

#### **Provisions to Section 4**

No benefits will be paid for:

1. Hospitalisation relating to Pre-existing Condition.
2. Any claims relating to the Insured Person travelling to a country, specific area or event when the Security Bureau of The Government of the Hong Kong Special Administrative Region ("the Security Bureau") has advised against non-essential or all travel (i.e. Red Alert or Black Alert), unless the Security Bureau has provided exceptional permission for such travel. This exclusion does not apply if:
  - i. The claim is a Covid-19 claim;
  - ii. The Insured Person has started the Trip before the issuance of such travel advice; or
  - iii. The claim does not arise from an event same in nature as that is mentioned in the Red Alert or Black Alert or their supplementary information issued by the Security Bureau.
3. Any claims relating to the vaccine-preventable diseases if:
  - i. Insured Person fails to obtain prior to the Trip any mandatorily required vaccines, inoculations or medications by the relevant government/regulatory authority of the country/region to which Insured Person is travelling; and/or
  - ii. Insured Person fails to obtain prior to the Trip any mandatorily required vaccines, inoculations or medication by the Government of Hong Kong.

#### **Section 5 – Baggage and Personal Effects**

We will indemnify the Insured Person up to the Sum Insured specified in the Benefit Table per Trip for loss of or damage to Insured Person's baggage, taken or purchased or sent in advance during the Trip (including Insured Person's clothing and personal effects worn or carried on the person, in Suitcases and receptacles). We may, at Our discretion, opt to pay, or replace or repair the lost or damaged item (less wear and tear, depreciation in value, and such depreciation shall be applied at our sole discretion) instead of paying cash benefit.

#### **Provisions to Section 5**

1. The above benefit is subject to a sub-limit as follows:
  - (a) If the lost or damaged item is Sports Equipment, photographic equipment or Electronic Items, the maximum amount We will indemnify the Insured Person is HKD1,500 per item/pair/set;
  - (b) If the lost or damaged item is Suitcase, the maximum amount We will indemnify the Insured Person is HKD1,000 per item.
  - (c) If the lost or damaged item does not belong to (a) and (b) above, the maximum amount We will indemnify the Insured Person is HKD1,500 per item/pair/set.
2. No benefit will be paid unless
  - (a) The Insured Person takes reasonable 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, the Insured Person should give an immediate notice:
    - (i) in the case of theft, loss or wilful damage by a third party, to the local police; and
    - (ii) in the case of loss or damage in transit, to the carrier.
3. No benefit will be paid:
  - (a) for the loss of or damage to mobile phone.
  - (b) for normal wear and tear, gradual deterioration, mechanical or electrical breakdown or derangement.
  - (c) for loss or damage arising from delay, confiscation, detention, requisition or destruction by customs or other officials or authorities.
  - (d) for loss of or damage to cash, cheques, travellers' cheques and money orders, credit cards, withdrawal cards, ATM cards, stored value cards, electronic money and other instruments of payment, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities, Travel Documents or documents of any kind.
  - (e) for breakage of or damage to foodstuff, contact or corneal lenses, brittle or fragile items.
  - (f) for loss of or damage to any business goods or samples.
  - (g) for damage to or replacement of any electronic data or software.
  - (h) 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 is obtained.
  - (i) in respect of losses not reported to the local police within 24 hours upon discovery and unless a local police report is obtained.
  - (j) for damage to Sports Equipment whilst in use.
  - (k) under this Section if payment has been made for the same loss under Section 6 – Delayed Baggage.

## Section 6 – Delayed Baggage

We will pay for each Insured Person up to the Sum Insured specified in the Benefit Table for the cost of emergency purchases of essential items or clothing due to delay or misdirection of the Insured Person's baggage for at least 6 hours from the scheduled arrival time at destination abroad.

### Provisions to Section 6

1. This benefit can only be utilised once during any one Trip.
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 obtained 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.
  - (d) if the baggage is delayed after the Insured Person returns to Hong Kong.
  - (e) under this Section if payment has been made for the same loss under Section 5 - Baggage and Personal Effects.

## Section 7 – Personal Money and Travel Documents

We will pay for the loss of :

- (a) We will pay up to the Sum Insured specified in the Benefit Table for the loss of Personal Money directly arising from theft, robbery or burglary during the Trip;
- (b) We will pay up to the Sum Insured specified in the Benefit Table for loss of Travel Documents or Travel Tickets directly arising from Accidental loss, theft, robbery or burglary during the Trip.

### Provisions to Section 7

1. No benefit will be payable for:
  - (a) shortages due to error, omission, exchange or depreciation in value.
  - (b) loss of travellers' cheques not immediately reported to the local branch or agent of issuing authority.
  - (c) unexplained loss or mysterious disappearance.
  - (d) Personal Money belonging to any insured Child.
2. In respect of Travel Tickets, Our maximum liability shall be limited to reimbursement of the actual replacement cost necessarily incurred or proportionate share of the unused portion of the Travel Tickets, whichever is the lesser.

## Section 8 – Personal Liability

We will indemnify the Insured Person up to Sum Insured specified in the Benefit Table, against legal liability to a third party during the Trip for:

1. Accidental Bodily Injury to any third party person.
2. Accidental loss of or damage to property belonging to a third party.  
Such indemnification shall include payments made in respect of:
  - (a) third party legal costs and expenses recoverable from the Insured Person; and
  - (b) Insured Person's legal costs and expenses incurred with Our prior written consent.

### Provisions to Section 8

1. Insured Person shall not admit liability or enter into any settlement without obtaining Our written consent.
2. 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 relevant country/region. For the sake of clarity, it is acknowledged that these judgements will be made by that court according to the law of the relevant country/region.
3. 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 any one of Insured Person's family.
  - (b) liability incurred by the acts of animals belonging to the Insured Person or which is under Insured Person's care, custody or control.
  - (c) any wilful, malicious or unlawful act.
  - (d) pursuit of trade, business or profession.
  - (e) property belonging to or held in trust, or in the care, custody or control of the Insured Person.
  - (f) ownership or occupation of land or building (other than occupation only of any temporary residence).
  - (g) Liability arising out of the ownership, possession or use of vehicles except wheelchair, aircraft (including drone), or watercraft.
  - (h) any criminal proceedings, fines, penalties or punitive damages.
  - (i) Insured Person consuming too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of his faculties and/or judgment resulting in a claim. We do not expect the Insured Person to avoid alcohol in his Trip, but We will not cover any claims arising because the Insured Person has consumed so much alcohol that his judgment is seriously affected or the Insured Person is suffering from alcohol dependence or directly or indirectly from the symptoms of alcohol withdrawal and he needs to make a claim as a result.
  - (j) racing, rallies or the use of firearms.
  - (k) pollution unless due to sudden, unintended and unexpected occurrence.
  - (l) asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

## Section 9 – Travel Delay

In the event the departure time or the arrival time of the Common Carrier in which the Insured Person has arranged to travel is delayed during the Trip for at least 6 hours from the time specified in the original travel itinerary directly due to the following reasons:

Strike or industrial action, hijack, adverse weather conditions, natural disasters, airport closure, mechanical and/or electrical breakdown or structural defect of Insured Person's scheduled aircraft, sea vessel or other Common Carrier.

We will pay cash allowance of HKD200 for each full 6 hours' delay up to the Sum Insured specified in the Benefit Table. Insured Person can only claim for either departure delay or arrival delay (but not both) of the same Common Carrier. If the Insured Person has consecutive connected flights, each period of delayed hours will be counted separately under this benefit.

### Provisions to Section 9

1. No benefits will be paid for 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.
  - (b) arising from strike, industrial action or any circumstances leading to the delay already existing and known to the public at date of booking made by the Cardholder's HSBC EveryMile Credit Card for the scheduled Trip.
2. No Benefit will be paid for late arrival of the Insured Person at the airport, port or station after check-in time (except for the late arrival due to strike or industrial action) 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. We will not pay cash allowance on the Insured Person's delay in catching the connected flight due to delay in preceding Common Carrier.
3. No Benefit will be paid when claim is already made under Section 10A Trip Cancellation and Section 10B Trip Curtailment

## Section 10 – Trip Cancellation and Trip Curtailment

### 10A. Trip Cancellation or Loss of Deposit

We will pay up to the Sum Insured specified in the Benefit Table for the losses of irrecoverable deposits or charges paid in advance or contracted to be paid to the tour operator, Common Carrier or provider of accommodation for the Trip prior to the scheduled Trip if any of the following event occurs after the booking transaction of Trip:

- (a) death, Serious Bodily Injury or Serious Sickness of the Insured Person, Insured Person's travelling companion, Insured Person's Spouse, Partner, parent, parent-in-law, grandparent, grandchild, grandchild-in-law, daughter, son, including legally adopted child, stepchild, foster child, sister, brother, fiancé, fiancée or close business associate resident in Hong Kong;
- (b) witness summons, jury service or compulsory quarantine of the Insured Person;
- (c) unexpected outbreak of riot or civil commotion (notwithstanding General Exclusions 1(a)), strike, terrorism (except General Exclusions 1c), natural disasters or adverse weather conditions at the planned destination arising out of circumstances beyond the control of the Insured Person;
- (d) serious damage of the Insured Person's principal residence from fire, flood, or similar natural disaster (typhoon, earthquake, etc.) within one week from the departure date which requires the Insured Person's presence on the premises on the planned departure date.

### 10B. Trip Curtailment

We will pay up to the Sum Insured specified in the Benefit Table for the unused irrecoverable prepaid transport cost or accommodation charges included in the contracted Trip or additional costs of accommodation and travel back to Hong Kong reasonably and necessarily incurred due to necessary and unavoidable Curtailment of a Trip after the Trip has begun as a direct result of the following event:

- (a) death, Serious Bodily Injury or Serious Sickness of the Insured Person, Insured Person's travelling companion, Insured Person's Spouse, Partner, parent, parent-in-law, grand-parent, grandchild, grandchild-in-law, daughter, son, including legally adopted child, stepchild, foster child, sister, brother, fiancé, fiancée or close business associate resident in Hong Kong;
- (b) unexpected outbreak of riot or civil commotion (notwithstanding General Exclusions 1(a)), strike, terrorism (except General Exclusion 1c), natural disasters, adverse weather conditions or hijack occurring at the planned destination arising out of circumstances beyond the Insured Person's control;
- (c) serious damage of the Insured Person's principal residence from fire, flood, or similar natural disaster (typhoon, earthquake, etc.).

## Provisions to Section 10A & 10B

1. No Benefits will be paid (applicable to Section 10A and Section 10B)
  - (a) if the event or circumstances giving rise to a claim existed before or the date of booking made by the Cardholder's HSBC EveryMile Credit Card for the scheduled Trip.
  - (b) if the Insured person whose condition gives rise to any claim was receiving in-patient treatment in a Hospital, or had received a terminal prognosis at the date of booking made by the Cardholder's HSBC EveryMile Credit Card the scheduled Trip.
  - (c) for the loss that is covered by any other existing insurance policy or scheme, government programme or loss which will be paid or refunded by a hotel, Common Carrier, travel agent or any other provider of travel and/or accommodation.
  - (d) for the loss arising directly or indirectly from Government regulation or ordinance, 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.
  - (e) for the loss arising directly or indirectly from disinclination to travel or financial circumstances of any Insured Person.
  - (f) for the loss resulting from any unlawful act or criminal procedure of any person on whom the travel plans depend.
  - (g) for the loss arising directly or indirectly from failure to notify travel agent/ tour operator or a provider of transport or accommodation immediately it is found necessary to cancel the travel arrangement.
  - (h) any loss arising directly or indirectly from the fact that the Insured Person cannot travel or chooses not to travel because the Security Bureau of The Government of Hong Kong Special Administrative Region has advised against non-essential or all travel (Travel Alert) due to Pandemic before the Trip.
2. When a claim is payable or paid under Section 10A, no other Sections will be payable, all benefits under this Trip shall cease.

## Part 4 - General Exclusions (Applicable to all sections)

The exclusions listed here apply to the whole Policy. The insurance under this Policy does not cover any of the following.

### 1. Circumstantial Exclusions:

- (a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or the act or order of any government or public or local authority;
- (b) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from any process of nuclear fission, or from any nuclear weapons materials;
- (c) the Insured Person's direct participation in terrorist acts.

### 2. Behavioural Exclusions

- (a) suicide or attempted suicide, wilfully self-inflicted injury;
- (b) illegal act of the Insured Person or an Insured Person's executors or administrators, legal heirs or personal representatives;
- (c) insanity;
- (d) consuming too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of Insured Person's faculties and/or judgment resulting in a claim. We do not expect Insured Person to avoid alcohol in the Trip, but We will not cover any claims arising because Insured Person has consumed so much alcohol that his judgment is seriously affected or he is suffering from alcohol dependence or directly or indirectly from the symptoms of alcohol withdrawal and the Insured Person needs to make a claim as a result;
- (e) the use of drugs (other than drugs taken under treatment prescribed and directed by a Physician but not for the treatment of drug addiction);
- (f) self-exposure to needless perils (except in an attempt to save human life).

### 3. Medical Exclusions

- (a) childbirth, pregnancy, miscarriage;
- (b) venereal disease, AIDS or AIDs related complex;
- (c) Insured Person's travelling in order to receive medical treatment;
- (d) Insured Person's travelling in contrary to the advice of any Physician.

### 4. Activities and Professions Exclusions

Engaging in or taking part in any of the following activities:

- (a) motor rallies and motor competitions;
- (b) racing other than on foot;
- (c) deep water diving (that is diving to a depth of greater than 40 metres);
- (d) any sports or activities that are played in professional capacity in return for income or remuneration;
- (e) flying or other aerial activities except as a fare-paying passenger in a fully licensed passenger-carrying aircraft operated by a recognised airline or air charter company;
- (f) manual work undertaken by the Insured Person which involves the use of any mechanical and/or electrical equipment, or handling of explosive or hazardous substances, or working at height of over 9 feet from the ground or on board of vessel or offshore, or work in construction site/off-shore platform/underground;
- (g) engaging in duty with the fire services or any armed force of any country or international authority.

## **5. Other Exclusions**

- (a) Any Pre-existing conditions;
- (b) Any violation of Notice of Claim under paragraph 9 of Part 5 General Policy Conditions;
- (c) Claims in respect of any property otherwise insured;
- (d) If the Insured Person's loss, damage or liability should be covered or should have been covered by an insurance policy underwritten by an insurer licensed to carry on business in the country/region where the loss or damage occurs under the laws and/or regulations of that country/region, this Policy will not cover such loss, damage or liability.

## **6. 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.

## **Part 5 – General Policy Conditions (Applicable to all sections)**

### **1. Compliance with Conditions**

Failure to comply with any of the provisions contained in these Policy Terms and Conditions will invalidate all claims herein.

### **2. Other Source of Recovery**

If the Insured Person is entitled to payment under any other insurance policy or other source in circumstances where the Insured Person would be entitled to claim under this Policy (except as provided by Section 1 - Personal Accident, Section 4 - Hospital Cash (overseas) and Section 9 - Travel Delay, if applicable under Part 3), We will only be liable for amounts not recoverable from such other insurance policy or other source.

### **3. 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 the same Trip, then We will only be liable to pay for the loss up to the limit of the policy which provides the greatest coverage.

### **4. Other Insurance**

This insurance is not to be called upon in contribution and if at the time any claim arises under this Policy there be any other policy or policies covering the same liability We shall only pay in respect of any excess beyond the amount which would have been payable under such policy or policies had this Policy not been effected.

5. The total amount payable under each Section shall not exceed the maximum limit as stated in each Section respectively.

### **6. Reasonable Care**

The Insured Person must exercise reasonable care to prevent Accidents, injury, illness, disease, loss or damage during the Trip.

### **7. Mis-statement or Fraud**

If the Insured Person makes any false statement concerning any claim, We shall have the right to repudiate liability under this Policy.

### **8. Hijack**

Notwithstanding anything contained in General Exclusion 1(a), in respect of hijack cover, where applicable, this Policy shall include Accidents arising from the hijacking of any vessel, vehicle or aircraft upon which the Insured Person is travelling as a bona fide passenger.

### **9. Notice of Claim**

Written notice of a claim must be given to the Company immediately and in any event within 31 days of the completion of the relevant Trip.

Any notice given to the Company by or on behalf of the claimant must identify the Insured Person in order to be deemed notice.

### **10. Claim Forms**

The Company, upon receiving a notice of claim, will provide the claimant with the form it requires for filing proof of claim.

Medical reports and all proofs of loss and/or relationship with the Insured Person required by the Company shall be provided at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

## 11. Proof of Claim

Written proof in support of a claim must be provided to Us immediately upon the notice of claim given to Us according to the above paragraph 9 "Notice of Claim" provisions. Failure to provide such proof within the time required shall invalidate any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as 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 and documentary evidence as We may require, including but not limited to:

- (a) in the case of Personal Accident Benefits:  
Hospital and Physicians' reports giving details of the nature of the loss and extent and period of disability, local police reports where relevant and in the event of death a copy of the death certificate and the relevant coroner's report.
- (b) in the case of Medical and Other Expenses, Hospital Cash (overseas), Trip Cancellation or Loss of Deposit, or Trip Curtailment:  
All receipts, contracts or agreements relevant to the claim and if the claim is in respect of medical treatments, a full Physician's report stipulating (a) the diagnosis of the condition treated, (b) the date the disability commenced in the Physician's opinion and (c) the Physician's summary of the course of Treatment including medicines prescribed and services rendered.
- (c) in the case of Baggage and Personal Effects, Delayed Baggage, Personal Money and Travel Documents:  
All details including receipts as to date of purchase, price, model and type of items lost or damaged, receipt of any emergency purchases of essential items during the Trip, a copy of immediate notification to carrier and his/ her acknowledgement when loss or damage has occurred in transit and certified copy of immediate local police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within 24 hours of the occurrence.
- (d) In the case of Travel Delay:  
Documentation satisfactory to the Company that the cause of delay was officially recognised together with a clear statement of its nature.
- (e) In the case of Personal Liability:  
All correspondence, summons or writ must be submitted to the Company immediately upon receipt. Except criminal proceedings or being contrary to public policy, no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured Person or any person claiming to be indemnified without the prior written consent of Us.

## 12. Our Rights after a Claim

We shall be entitled to conduct, in the name of and on behalf of the Insured Person and/or Policyholder, the defense or settlement of any legal action and take proceedings at Our own expenses and for Our own benefit but in the name of the Policyholder and/or 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 Insured Person, We shall have the right to have a post mortem at Our own expense.

## 13. Payment of Benefit

- (i) Subject to paragraph 13 (iv) below, benefits payable under this Policy shall be paid to the Insured Person, unless the Insured Person directs the Company otherwise in writing in a manner as accepted by the Company.
- (ii) In the absence of any such written direction as stated in paragraph 13(i) above, any benefits unpaid at the time of death of the Insured Person indicated under paragraph 13(i) above shall be paid to the estate of such person.
- (iii) Any receipt given to Us by the person indicated under paragraph 13(i) above shall be deemed a final and complete discharge of all liabilities of the Company.
- (iv) For Family Travel, all claims benefits are payable to the Cardholder. The maximum amount of benefits that We pay for all Eligible Family Members per Trip in aggregate shall not exceed the Sum Insured specified under the Family Travel. After payment of a benefit, the Sum Insured specified under the Family Travel will be reduced by the amount of the benefit paid. We will have no further liability to pay after the Sum Insured specified under the Family Travel has been exhausted. If the claims submitted to Us exceed the Sum Insured specified under the Family Travel, We have absolute discretion to determine how to pay the claim. The maximum amount of benefits for each Insured Person under Family Travel is subject to the Individual Travel Sum Insured.
- (v) In the absence of any such written direction as stated in paragraph 13(iv) above, any benefits unpaid at the time of death of the Cardholder indicated under paragraph 13(iv) above shall be paid to the estate of such person.
- (vi) Any receipt given to Us by the person indicated under paragraph 13(v) above shall be deemed a final and complete discharge of all liabilities of the Company.

## 14. Subrogation

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

## 15. Jurisdiction and Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.



**16. Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award by arbitration shall be a condition precedent to any right of action or suit upon this Policy as regards any dispute regarding the amount of the Company's liability under this Policy. The seat of arbitration shall be Hong Kong.

**17. Currency**

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

**18. 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. It is agreed that the Insured Persons are not parties to this Policy. The parties to this Policy are only the Policyholder and AXA General Insurance Hong Kong Limited.

**19. Interpretation**

In interpreting this Policy, unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

**20. 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 180 days within which proof of claim is required as stated in above paragraph 11.