

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 2024 to 30 June 2024. 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.

Master Policy Number: STQ27648433

1. Being HSBC EveryMile Credit Card Cardholder, you and your accompanying Spouse and Child travelling with you shall be automatically eligible for the covered Trip under the Master Policy when travel Overseas; and
2. The cover will be provided on a worldwide basis.

Covered Trip

- The Trip must commence within a maximum period of 180 days and is subject to the conditions listed in below (a) or (b):
 - (a) upon the full costs are paid or settled by the covered HSBC EveryMile Credit Card issued in Hong Kong for the insured Trip, including:
 - 1) overseas transportation cost on land, water or air to or from Hong Kong; and/or
 - 2) overseas hotel fares for the entire insured Trip; and/or
 - 3) overseas tour package cost.
 - (b) in the event that the above (a) is not satisfied but instead some costs of one or more of the items 1), 2) or 3) in (a) above have been acquired with air miles or hotel points as redeemed with the RewardCash earned from EveryMile Card, and any additional costs (including tax and fuel surcharge and any fees which is required to be paid according to any local requirement (if applicable) must be paid by the Cardholder with EveryMile Card.
- This Trip must be originating from Hong Kong and ending in Hong Kong, ceasing when the Insured Person returning and re-entering Hong Kong or up to a maximum of 90 days per Trip, whichever is the earlier. One-way journey from Hong Kong to elsewhere is not covered.
- Departure date must be within 1 January 2024 to 30 June 2024.

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 – 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 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's Customer Services Hotline at (852) 2894 4680.



POLICY TERMS AND CONDITIONS

HSBC EveryMile Credit Card Travel Insurance

(Applicable for Covered Trips commencing between 1 January 2024 and 30 June 2024)

This document provides a description of the group insurance (issued under Master Policy No: **STQ27648433**) held by **The Hongkong and Shanghai Banking Corporation Limited ("HSBC" or "Policyholder")** 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 appendix to and subject to the group contract of insurance entered into between HSBC and AXA.

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 group insurance 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 the terms and conditions for the services and the policy terms which will be amended by AXA 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 capitalized.

Words	Definitions
Accident / Accidental	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.
Adult	Any person aged 18 or above.
Benefit Table	The table listing the benefit amounts in Part 2 of this Policy wordings.
Bodily Injury	Bodily injury caused by Accidental, violent, external and visible means. It does not include any Sickness or naturally occurring medical condition or degenerative process.
Burns	Tissue damage caused by the agent of heat only.
Cardholder	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.
Child/Children	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.
Chinese Medicine Practitioner	A duly qualified practitioner of Chinese medicine registered and legally authorized 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 a relative of the Insured Person.
Common Carrier	<ul style="list-style-type: none"> (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, (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, (c) Any regularly scheduled airport limousine operating on fixed routes and schedules.
Covid-19	An infectious disease named by the World Health Organisation as "COVID-19" and caused by severe acute respiratory syndrome SARS-COV-2.
Curtailment	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.
Degree	The unit of measurement for the Burns customarily used by the Hong Kong government or Hospital Authority.
Electronic Items	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 and photographic equipment.
Eligible Family Members	Partner, Spouse and/or Children. The Sum Insured per family is specified in the Benefit Table per Trip.
Emergency Assistance Service	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.
Endorsement	An authorized amendment to the terms of the Policy.
Excess	The amount of claim Insured Person pays when the Insured Person makes a claim as shown in this Policy, before any claim is payable by Us.
Family Travel	It is insurance applicable to Cardholder and their accompanying Spouse and dependents who are the Cardholder's unmarried Child aged under 24 years old, provided that the Child is a full-time student if aged over 21, with Sum Insured specified in the Benefits Table. The payment of benefits for Family Travel is set out in Part 5 – paragraph 13. For each Insured Person under Family Plan maximum amount benefits are subject to Individual Travel Sum Insured.
Hong Kong	Hong Kong Special Administrative Region.

Hospital	<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"> (a) operates primarily for the reception, medical care and Treatment of sick, ailing or injured persons as in-patients; (b) admits in-patients only under the supervision of a Physician or Physicians one of whom is available for consultation at all times; (c) maintains organized 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 registered or graduated nurses; (e) maintains a legally licensed Physician in residence. <p>“Hospital” shall not include the following:</p> <ul style="list-style-type: none"> (a) a clinic, nursing, rest or convalescent home of similar establishment, a place for alcoholics or drug addicts; (b) a mental institution; an institution confined primarily to the Treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital; (c) a place for the aged including elderly centre; a rest home; (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.
Hospitalized / Hospitalization	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).
Individual Travel	It is insurance applicable for Cardholder solely, with Sum Insured specified in the Benefit Table.
Insured Person	<p>All Cardholders, their accompanying Spouse and dependent who is/are full time student(s) and unmarried Child/Children under 24 years of age shall be the eligible Insured Person, provided that either condition (a) or (b) below is satisfied:</p> <ul style="list-style-type: none"> (a) the full cost of the insured Trip of Insured Person are paid or settled by Cardholder with the HSBC EveryMile Credit Card for the arrangement of <ul style="list-style-type: none"> 1) overseas transportation cost on land, water or air to or from Hong Kong; and/or 2) overseas hotel fares for the entire insured Trip; and/or 3) overseas tour package cost. (b) in the event that the above (a) is not satisfied but instead some costs of one or more of the items 1), 2) or 3) in (a) above have been acquired with air miles or hotel points as redeemed with the RewardCash earned from EveryMile Card, and any additional costs (including tax and fuel surcharge and any fees which is required to be paid according to any local requirement (if applicable) must be paid by the Cardholder with EveryMile Card.
Loss of Sight / Eye	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.
Loss of Speech	The disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of Speech centre in the brain resulting in aphasia rendering the Insured Person absolutely loss of speech beyond remedy by surgical or other treatment.
Loss of Use	Total functional disablement.
Medical Treatment Expenses	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.
Medically Necessary	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.
Pair / set	Items forming part of a set or which are normally used together.
Pandemic	Pandemic as announced by the World Health Organization.
Permanent Total Disablement	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.
Personal Money	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.
Physician	A duly qualified practitioner of western medicine registered and legally authorized 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.
Place of Business	The place where Insured Person normally works within Hong Kong.
Place of Residence	The place where Insured Person normally lives within Hong Kong.

Pre-existing Condition	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.
Serious Bodily Injury / Serious Sickness	(a) When applied to Insured Person, it refers to any Bodily Injury or Sickness that results in Insured Person being certified by a Physician as unfit to continue with the Trip. (b) When applied to Insured Person's Eligible Family member, travelling companion, close business associate etc, it refers to he suffers bodily injury or Sickness which necessitates Insured Person's Eligible Family member, travelling companion or close business associate (as the case may be) return to or stay in Hong Kong to take care as he is Hospitalized and requires immediate medical treatment by a Physician.
Service Provider	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.
Sickness / Illness	Sickness or disease contracted and commencing during the Trip, and excludes any Pre-existing Condition.
Sports Equipment	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 recognized 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 motorized equipment.
Spouse	Same sex or opposite sex spouse legally married according to the law of the country / region in which the spouse is married.
Sum Insured	The maximum limit that the relevant Section or Sub-section will pay in accordance with Part 2-Benefit Table.
Third Degree Burn	The damage or destruction of the skin to its full depth and damage to the tissues beneath.
Travel Delay	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.
Travel Documents	(a) Documents of identity including passport, visa and the like necessary and solely for immigration clearance of the Trip; (b) Travel Tickets.
Travel Tickets	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.
Treatment	Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a medical condition.
Trip	A holiday or journey for leisure or business purposes in which the Insured Person leave 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. This Trip must be originating from Hong Kong and ending in Hong Kong, ceasing when the Insured Person returning and re-entering Hong Kong or up to a maximum of 90 days per Trip, whichever is the earlier, 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. 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.
We / Us / Our / Insurer / Company	AXA General Insurance Hong Kong Limited.

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 the Coverage under Part 3.

Core Benefits Coverage	Sum Insured (per Trip) in HKD	
	Individual Travel (per Insured Person)	Family Travel (per family)
Section 1 – Personal Accident		
Section Limit	500,000	1,000,000
1.1 Personal Accident	500,000	1,000,000
1.2 Burns	100,000	200,000
Section 2 – Medical and Other Expenses		
Section Limit	600,000	1,200,000
(1) Medical Treatment Expenses	Fully covered	
- Transportation cost sub-limit	400	800
(2) A family member travels overseas to visit Hospitalized 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
Limit for Chinese Medicine Practitioner - for benefit (1) above	1,000 (100 per day)	
Section 3 – Emergency Assistance		
Emergency Medical Evacuation / Repatriation of Remains	Fully covered	
Overseas Funeral Expenses	100,000	200,000
Section 4 – Hospital Cash (overseas)		
Section Limit	3,000 (500 per day)	6,000 (500 per day)
Section 5 – Baggage and Personal Effects		
Section limit	6,000	6,000
Subject to the following sub-limits:		
(1) Sports Equipment, photographic equipment and Electronic Items (except mobile phone is referred to (2) in this Section). - Limit per item / pair / set	1,500	1,500
(2) Mobile phone - Limit per item (subject to 20% Excess for each claim)	2,000 (1 mobile phone)	2,000 (1 mobile phone)
(3) Others - Limit per item / pair / set	1,500	1,500
Section 6 – Delayed Baggage		
Essential items or clothing (for delay over 6 hours)	1,000	2,000
Section 7 – Personal Money and Travel Documents		
Personal Money (Children are not applicable)	1,000	2,000
Travel Document & Travel Ticket	3,000	6,000
Section 8 – Personal Liability		
Limit per event	1,000,000	3,000,000
Section 9 – Travel Delay (over 6 hours)		
Cash Allowance	2,000 (200 each 6 hours)	4,000 (200 each 6 hours)
Section 10 – Trip Cancellation and Trip Curtailment		
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 insurance applicable for Cardholder solely.
- Family Travel: it is insurance applicable to Cardholder and their accompanying Spouse and dependents who is an unmarried Child aged under 24 years old, provided that the Child is a full-time student if aged over 21. For each Insured Person under Family Plan maximum amount benefits are subject to Individual Travel Sum Insured.
- All claims payable under each of sub-benefit should not exceed the respective Section limit.

Part3 - 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 insurance applicable for Cardholder solely.
- Family Travel: it is insurance applicable to Cardholder and their accompanying Spouse and dependents who is an unmarried Child aged under 24 years old, provided that the Child is a full-time student if aged over 21. For each Insured Person under Family Plan maximum amount benefits are subject to 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 (1) to (10) 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 Hospitalized 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 Hospitalized 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 Hospitalized 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 or arrival in the country / region of final destination in the case of the Insured Persons not returning 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 chiropractist 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 - Emergency Assistance Service

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 24-Hour worldwide Emergency Assistance Service 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, 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.

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

1. No benefit is payable for Hospitalization relating to Pre-existing Condition.

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 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 trunks, 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 mobile phone, the maximum amount We will indemnify the Insured Person is HKD2,000 per phone per Trip, subject to the requirement that the Insured Person has to bear the first 20% of eligible claim amount before any benefit is payable by Us. This Excess will be deducted from any reimbursement made by us.
 - (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 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, 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.
 - (d) for breakage of or damage to foodstuff, contact or corneal lenses, brittle or fragile items.
 - (e) for loss or damage to any business goods or samples.
 - (f) for damage to or replacement of any electronic data or software.
 - (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 is obtained.
 - (h) in respect of losses not reported to the local police within 24 hours upon discovery and unless a local police report is obtained.
 - (i) for damage to Sports Equipment whilst in use.
 - (j) 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 (Red Alert or Black 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 the 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 item 10 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

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

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 1A - 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 or Policyholder makes any false statement in the insurance application or 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 item 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) 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), 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 liability 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 Plan. After payment of a benefit, the Sum Insured specified under the Family Plan 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 Plan has been exhausted. If the claims submitted to Us exceed the Sum Insured specified under the Family Plan, We have absolute discretion to determine how to pay the claim. For each Insured Person under Family Plan maximum amount benefits are subject to Individual Travel Sum Insured.

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. Prohibition on Trust or Assignment

This Policy is not assignable and the Policyholder warrants that the 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 Policyholder's possession throughout the currency of the Policy.

19. 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.

20. Representation, Warranty and Undertaking

If there is any personal data of the Cardholder and/or his Eligible Family members that is transferred by the Policyholder to the Insurer, the Policyholder hereby represents, warrants and undertakes that it is duly authorized by the Cardholder and/or his Eligible Family members (as the case may be) to do so. The Policyholder agrees that when there is any claim submitted by the Cardholder and/or his Eligible Family members under this Policy to the Insurer, the Insurer can communicate and handle the claim directly with the Cardholder and/or his Eligible Family members and that the Insurer need not communicate with the Policyholder in this regard.

21. 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.

22. Duties of the Insured Person

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 Policyholder or any Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy.

23. 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 item 11.

Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, We may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
6. evaluating your financial needs;
7. designing products/services for customers;
8. conducting market research for statistical or other purposes;
9. matching any data held which relates to you from time to time for any of the purposes listed herein;
10. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
11. conducting identity and/or credit checks and/or debt collection;
12. complying with the laws of any applicable jurisdiction;
13. carrying out other services in connection with the operation of the Company’s business; and
14. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
3. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
4. credit reference agencies or, in the event of default, debt collection agencies;
5. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
6. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
7. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data indirect marketing: The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
3. the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2. above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities;
4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "**Access and correction of personal data**". The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA General Insurance Hong Kong Limited
5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.