

## American Express Explorer™ Credit Card Travel Insurance

Chubb Insurance Hong Kong Limited (hereinafter called the "Company") hereby certifies an American Express Explorer™ Credit Cardmember who receives this Certificate (superceding all prior certificates which are now null and void) has Travel Accident coverage as outlined below subject to the provisions, limits and other terms contained in the Master Policy which is held by American Express International, Inc. (hereinafter referred to as the "Policyholder"), and which may be inspected there.

Policy Number for American Express Explorer™ Credit Card: NAC0000050

Policyholder: American Express International, Inc., Hong Kong

Covered Person:

A person shall be a Covered Person under Policy Number NAC0000050 ('the Policy') only if:

i. He or she is the

- a) Basic or Supplementary Cardmember who has an American Express Explorer™ Credit Card issued by the Policyholder and billed in Hong Kong Dollars; or
- b) legally married spouse or dependent child under age 23 of any "Covered Person" described in a) above; and

ii. His or her American Express Explorer™ Credit Card is billed by the Policyholder in Hong Kong Dollars.

For the purpose of this Policy, a **common law marriage** is not considered a legal marriage. **Dependent Child** means a legally dependent child, including a stepchild or legally adopted child of any Covered Person described in i. a) above; and who is wholly dependent on such Covered Person(s) for financial support.

### COVERAGE REQUIREMENTS

A Covered Person will be fully insured for benefits under the Policy while taking a Covered Trip on a Common Carrier Conveyance only when the entire fare has been charged to his/her American Express Explorer™ Credit Card.

### A) TRAVEL ACCIDENT INSURANCE COVER:

#### MAXIMUM INDEMNITY PER COVERED PERSON

In the event the entire fare has been charged to duplicate or multiple American Express® Cards while the Covered Person takes a Covered Trip on a Common Carrier Conveyance, the Covered Person will be entitled for the highest benefit under one such card, as stated in the "Schedule of Benefits", for any one Loss sustained by any one individual Covered Person as a result of any one accident.

In no event will duplicate or multiple American Express Cards or American Express Travel Cover or Travel Accident Insurance Certificates obligate the Company in excess of the "Schedule of Benefits" for any one Loss sustained by any one accident under Policy NAC0000050 or under other American Express Travel Cover or Travel Accident Insurance Certificates wherever issued.

### TRAVEL INSURANCE

#### DEFINITIONS

**"Injury"** means bodily injury which:

- i. is caused by an accident which occurs whilst the Covered Person's insurance is in force under the Policy; and
- ii. results in Loss insured by the Policy; and
- iii. creates a Loss due, directly and independent of all other causes, to such accidental bodily injury.

**"Loss"** as used above with reference to hand or foot means complete and permanent severance through or above the wrist or an ankle joint, and as used with reference to eye means the irrecoverable loss of entire sight of such eye; or loss of life of the Covered Person.

**"Common Carrier Conveyance"** means an air, land or water conveyance operated under a license for the transportation of passengers for hire.

**"Covered Trip"** means:

- i. a trip outside of the country of domicile (one-way or round trip) taken by the Covered Person between the Point of Departure and the Final Destination as shown on the Covered Person's ticket; and
- ii. the Covered Person's entire fare for such trip has been charged to an American Express Explorer™ Credit Card prior to any Injury.

**"Scheduled Airline"** means an airline listed in the Official Airline Guide or ABC World Airways Guide where the air carrier holds a certificate, license or similar authorisation for scheduled air transportation issued by the relevant authorities in the Country in which the aircraft is registered, and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.

**"Specially Designated List"** means names of a person, entities, groups or corporations specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

#### DESCRIPTION OF BENEFITS

##### Common Carrier Benefit:

The benefits specified in the Schedule of Benefits will be paid if, a Covered Person suffers Loss resulting from Injury after the entire fare has been charged to his/her Card; provided, however, such Injury is sustained under the circumstances specified as below:

\* Such Injury received while riding as a passenger, in or boarding or alighting or being struck by the Common Carrier while overseas.

##### Additional Benefits:

###### 1. Airport Transportation Benefit:

If a Scheduled Airline ticket is purchased for a Covered Trip prior to the Covered Person's departure for the airport, this Benefit is payable if the Covered Person sustains any Injury while riding as a passenger in a land Common Carrier Conveyance, rental car or a scheduled helicopter operated as a Common Carrier Conveyance, but only:

- a. when going directly to an airport for the purpose of boarding an aircraft for a Covered Trip; or
- b. when leaving directly from an airport after alighting from an aircraft from a Covered Trip.

###### 2. Airport Premises Benefit:

If a Scheduled Airline ticket is purchased for a Covered Trip prior to boarding, this Benefit is payable if the Covered Person sustains any Injury while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before boarding, or immediately after alighting from, an aircraft from a Covered Trip.

## SCHEDULE OF BENEFITS

The American Express Explorer™ Credit Card Coverage Maximum Benefit Amounts

### Maximum Benefit:

Loss of Life	HK\$3,500,000
<i>Dismemberment:</i>	
Loss of both hands or both feet	HK\$3,500,000
Loss of one hand and one foot	HK\$3,500,000
Loss of entire sight of both eyes	HK\$3,500,000
Loss of entire sight of one eye and one hand or one foot	HK\$3,500,000
Loss of one hand or one foot	HK\$1,750,000
Loss of entire sight of one eye	HK\$1,750,000

The Company will pay the applicable benefit amount if a Covered Person suffers a Loss from an Injury while coverage is in force under the Policy, but only if such Loss occurs within 100 days after the date of accident which caused the Injury. Indemnity provided hereunder will not be paid under any circumstances for more than one of the Losses, the greatest, sustained by an Covered Person as the result of any one accident.

## ON-BOARD TICKETING

In the event a Covered Person suffers a Loss from an Injury on-board a Scheduled Airline flight for which the airline sells tickets on-board the flight and the Covered Person has not purchased his or her ticket by charging the ticket to an American Express Explorer™ Credit Card prior to boarding the flight, the Company will evaluate and pay such Loss where it can establish that no other form of payment was used for the flight in question.

## EXPOSURE AND DISAPPEARANCE

If the Covered Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in disappearance due to sinking or wrecking of a Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a Loss for which benefits are otherwise payable under the Policy, such Loss will be covered under the Policy.

If the Covered Person disappears because of an accident on a Covered Trip which results in the disappearance due to sinking or wrecking of a Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered Loss of life as a result of Injury covered by this Policy.

## EXCLUSIONS

This Policy does not cover any Loss caused or contributed to by:

- i. suicide or self-destruction or any attempt thereat;
- ii. war or any act of war whether declared or undeclared;
- iii. Injury to which a contributory cause was the commission of, or attempt to commit, an illegal act by or on behalf of the Covered Person or his or her beneficiaries;
- iv. while serving as an operator or crewmember of any Common Carrier Conveyance;
- v. any illegal act by or on behalf of the Covered Person and/or his beneficiaries;
- vi. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.
- vii. any coverage or claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to any applicable trade and economic sanction, law or regulation or a Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.

## CLAIMS

Written notice of a claim must be given to Chubb Insurance Hong Kong Limited, 39/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong within 60 days after the occurrence or commencement of any Loss covered by the Policy or as soon thereafter as reasonably possible. Benefits will be payable upon receipt of due written proof, as required by the Company, of a legitimate covered Loss.

Payment of Claims: Benefits will be paid to the surviving Covered Person or equally to the beneficiaries in the first of the following classes of successive preference beneficiaries in which there is a living member:

- a. The Covered Person's spouse;
- b. His or her children, including legally adopted children;
- c. His or her parents;
- d. His or her brothers and sisters;
- e. His or her estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon such affidavit shall fully discharge the Company from all obligations under the Policy. Any amount payable to a minor may be paid to the minor's legal guardian. Benefits for all other Losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the beneficiaries.

## INDIVIDUAL TERMINATIONS

The insurance of any Covered Person shall immediately terminate:

- i. as of the date this Policy shall terminate;
- ii. on the date that the Cardmember ceases to be a Covered Person;
- iii. as of the premium due date, if the Policyholder fails to pay the required premium for the Cardmember except as the result of inadvertent error.

## B) TRAVEL INCONVENIENCE INSURANCE COVER:

### SCHEDULE OF BENEFITS

#### 1. Missed Connections

If the Covered Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Covered Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual arrival time of his or her incoming flight, the Company will indemnify the Covered Person for American Express Explorer™ Credit Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to HK\$4,000 for the Covered Person. This benefit does not apply if the transfer point is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$4,000 per calendar year.

## 2. Flight Delay/ Cancellation / Overbooking

If departure of a Covered Person's confirmed Scheduled Flight from any airport is delayed for four (4) hours or more, cancelled or the Covered Person is denied boarding of the aircraft due to overbooking, and no alternative transportation is made available to the Covered Person within four (4) hours of the scheduled departure time of such flight, the Company will indemnify the Covered Person for American Express Explorer™ Credit Card charges incurred in respect of restaurant meals or refreshments up to HK\$4,000. In no event shall the total amount payable exceed HK\$4,000 per calendar year.

## 3. Luggage Delay

If the Covered Person's accompanied luggage checked in with the Common Carrier is not delivered to him or her within four (4) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Covered Person for American Express Explorer™ Credit Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$4,000 for the Covered Person. Should the Covered Person's accompanied luggage checked in with the Common Carrier not be delivered to him or her within six (6) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Covered Person for American Express Explorer™ Credit Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$8,000 for the Covered Person. This benefit does not apply if the luggage delay is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$8,000 per calendar year.

## 4. Luggage Loss

If the Covered Person's accompanied checked in luggage is not delivered to him or her within forty-eight (48) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, such luggage will be assumed to be permanently lost and the Company will indemnify the Covered Person for American Express Explorer™ Credit Card charges incurred within four (4) days of his or her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$2,000 per item/set/piece, subject to a maximum of HK\$10,000 for the Covered Person. This benefit does not apply if the luggage loss is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$10,000 per calendar year. In no event shall the total amount payable under Luggage Delay and Luggage Loss arising out of the same insured event exceed HK\$10,000 per calendar year. The above benefits apply in respect of Covered Persons who are Basic or Supplementary Cardmembers and for spouses and dependent children (as defined) but shall be subject to the per calendar year limit as specified per Card Account.

**"Card Account"** shall mean American Express Explorer™ Credit Card issued by the Policyholder and billed in Hong Kong Dollars. Any Basic Card and Supplementary Card(s) will be regarded as one Card Account.

**"Country of Residence"** shall mean:

- a) the country of which the Covered Person is a permanent resident; or
- b) any other country to which the Covered Person is assigned or seconded.

**"Scheduled Flight"** means a flight in an aircraft where the airline is listed in the Official Airline guide or equivalent and the air carrier holds a certificate, licence or similar authorization for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and, in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times. Scheduled Airline does not include Private Charter.

**"Specially Designated List"** means names of a person, entities, groups or corporations specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

## EXCLUSIONS

The Policy does not cover any loss caused or contributed to by:

1. war or any act of war, whether declared or undeclared;
2. any illegal act by or on behalf of the Covered Person and/or his/her beneficiaries;
3. while serving as an operator or crew member of any conveyance;
4. confiscation or requisition by Customs or other Government authority;
5. failure of the Covered Person to take reasonable measures to save or recover lost luggage;
6. failure to notify the relevant airline authorities of missing luggage at the destination point and to obtain and complete a Property Irregularity Report.
7. any coverage or claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to any applicable trade and economic sanction, law or regulation or a Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.

## CLAIMS

1. All information and evidence required by the Company or its agents shall be furnished at the expense of the Covered Person or his or her personal representative and shall be in such form and of such nature as the Company may prescribe.
2. Written notice of all claims must be given as soon as possible, but no later than twenty-one (21) days after the event giving rise to the claim to: Chubb Insurance Hong Kong Limited, 39/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.
3. Original receipts relating to expenses incurred in respect of which indemnity is claimed under this insurance must be supplied to Chubb Insurance Hong Kong Limited. Also, the Record of Charge Form or a copy of the statement, verifying that the relevant flight tickets were charged to an American Express Explorer™ Credit Card account and, in respect of lost or delayed luggage, a copy of the Property Irregularity Report obtained from the airline, must be supplied together with the following information:
  - Full details of the Flight (Airline, Flight Numbers, Departure Airport, Destination, Scheduled Times and Arrival Airport).
  - Full details of the Delay or Loss incurred.
  - Full details of expenses for which reimbursement is claimed.
  - Written receipts acknowledging the return of luggage (for luggage delay).
4. Once all the required documents are submitted and the claim is approved, the reimbursement will be made within 10 days.

## MAXIMUM INDEMNITY

In no event will duplicate or multiple American Express Cards obligate the Company in excess of the limit stated herein for expenses incurred by any one individual Covered Person as a result of any one incident covered under this Policy.

## TERMINATION

The insurance cover provided for any individual American Express Explorer™ Credit Card member will terminate as of the date he or she ceases to be an eligible American Express Explorer™ Credit Card member or the date of termination of the Master Policy, whichever is earlier. The cover provided is subject to any endorsement and/or amendments to the Master Policy. This cover replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Policy provided prior to this document.

## C) GENERAL CONDITIONS:

### LEGAL JURISDICTION AND GOVERNING LAW

The Company shall in all competent judicial proceedings at the instance of parties suing in respect of matter arising out of this insurance acknowledge the jurisdiction of the Courts in Hong Kong Special Administrative Region of the People's Republic of China (herein after known as "Hong Kong"). The Policy shall be governed by and interpreted in accordance with Hong Kong Law, except as otherwise stated herein.

### RIGHTS OF THIRD PARTIES

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.

### CHUBB PERSONAL INFORMATION COLLECTION STATEMENT

The Company ("We/Us") want to ensure that Our Insured Persons ("You") are confident that any personal data collected by Us is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which We collect and use personally identifiable information provided by You ("Personal Data"), the circumstances when Personal Data may be disclosed and information regarding Your rights to request access to and correction of Personal Data.

#### a) Purposes of Collection of Personal Data

We will collect and use Personal Data for the purposes of providing competitive insurance products and services to You, including considering Your application(s) for any new insurance policies and administering policies to be taken out with Us, arranging the cover and administering and managing Your and Our rights and obligations in relation to such cover. We also collect the Personal Data to be able to develop, establish and administer alliances and other arrangements with other organisations in relation to the administration and use of Our respective products and services. We may also use your personal data in other ways with your consent.

#### b) Transfer of Personal Data

Personal Data will be kept confidential and We will not sell Your Personal Data to any third party. We limit the disclosure of Your Personal Data but, subject to the provisions of any applicable law, Your Personal Data may be disclosed to:

- (i) third parties who assist Us to achieve the purposes set out in paragraphs 1 above. For example, We provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) Our parent and affiliated companies, or any company within the Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which You accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with your consent.

With regard to the above transfers of Personal Data, where applicable, You consent to the transfer of Your Personal Data outside of Hong Kong.

#### c) Access and correction of Personal Data

Under the Personal Data (Privacy) Ordinance ("PDPO"), You have the right to request access to and correction of Personal Data held by Us about You and We will grant You access to and correct Your Personal Data as requested by You unless there is an applicable exemption under the PDPO under which We may refuse to do so. You may also request Us to inform You of the type of Personal Data held by Us about You. Requests for access or correction of Personal Data should be addressed in writing to:

Chubb Data Privacy Officer  
39/F, One Taikoo Place,  
979 King's Road,  
Quarry Bay, Hong Kong  
Tel: (852) 3191 6222  
Fax: (852) 2519 3233  
E-mail: Privacy.HK@chubb.com

Your request to obtain access or correction will be considered within forty (40) days of Our receipt of Your request. We will not charge You for lodging a request for access to Your Personal Data and if We levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

The plan is underwritten by Chubb Insurance Hong Kong Limited, American Express International, Inc. does not act as an agent or fiduciary for you, and American Express International, Inc. may act on behalf of the insurance provider, as permitted by law.

American Express International, Inc. (Effective December, 2020)

