



## American Express® Elite Corporate Card Travel Protector Plan (HKD)

### CERTIFICATE OF INSURANCE

Effective Date: 1 October 2003

This certificate provides details of insurance cover arranged by American Express International, Inc. Hong Kong ("American Express") with Chubb Insurance Hong Kong Limited (hereafter called The Company), for the benefit of Covered Persons.

### DEFINITIONS AND SCOPE OF COVERAGE

This Description of Coverage describes the benefits, terms and conditions of this policy (NAC0000043) which provides group accidental death and dismemberment, travel inconvenience, accident medical expenses, hijack, baggage and personal possessions insurance benefits. Whenever used herein, Corporate Card, Corporate Cardmember and Corporate Card Account shall refer to American Express Elite Corporate Card.

**"Accident"** means an unexpected event, which causes Bodily Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is travelling.

**"Airport Premises Benefit"** is the benefit amount payable if the Covered Person sustains Bodily 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 a Scheduled Flight on a Business Trip or Personal Trip.

**"Airport Transportation Benefit"** is the benefit amount payable if the Covered Person sustains Bodily Injury while riding as a passenger in, boarding, alighting from or being struck by a land Common Carrier Conveyance or a scheduled helicopter operated as a Common Carrier Conveyance, but only:

- when going directly to an airport for the purpose of boarding a Scheduled Flight on a Business Trip or Personal Trip; or
- when leaving directly from an airport after alighting from a Scheduled Flight on a Business Trip or Personal Trip.

**"Bodily Injury"** means physical injury which:

- is caused by an Accident; and
- occurs solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury; and
- occasions the death or dismemberment within three hundred & sixty-five (365) days from the date of the Accident.

**"Business Trip"** means a bona fide business trip on assignment by, or at the direction of, the Sponsoring Organisation for the purpose of furthering the business of the Sponsoring Organisation; but shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips or vacations.

**"Common Carrier Benefit"** means the benefit amount payable if the Covered Person sustains Bodily Injury as a result of an Accident which occurs while riding solely as a passenger in or boarding or alighting from or being struck by a Common Carrier Conveyance whilst on a Business Trip or Personal Trip.

**"Common Carrier Conveyance"** means an air, land or water vehicle (other than a rental vehicle) licensed to carry passengers for hire.

**"Covered Persons"** are:

All Elite Corporate Cardmembers whose Transportation Costs are charged to Elite Corporate Cards, including Meeting and Events Cards, issued by American Express Travel Related Services Company, Inc. its subsidiaries, affiliates and licensees (American Express), as long as the Card is billed in Hong Kong Dollars, and who are officers, partners, proprietors or employees of Sponsoring Organisations and whose Card accounts are in good standing.

Employees of Sponsoring Organisations with American Express Business Travel Accounts, including Treasurers Card Accounts and Centrally Billed Travel Accounts, for whom Transportation Costs are charged to such accounts are also Covered Persons.

Spouses/Domestic Partners and dependent children under age 23 of Covered Persons are also Covered Persons if:

- travelling with the Covered Person on a Business Trip and at the request and expense of the Sponsoring Organisation; and
- transportation costs are charged for them to the Sponsoring Organisation's Elite Corporate Card Account, Business Travel Account, Treasurers Card Account or Centrally Billed Travel Account.

Spouses/Domestic Partners and dependent children under age 23 of Covered Persons are also Covered Persons for Personal Trip Hazards if:

- transportation costs are charged for them to the Sponsoring Organisation's Elite Corporate Card Account, Business Travel Account, Treasurers Card Account or Centrally Billed Travel Account.

Any person authorised by a Sponsoring Organisation (an Authorised Traveller) which has an Elite Corporate Card Account, Business Travel Account, Treasurers Card Account or Centrally Billed Travel Account issued by American Express needs to have their Transportation Costs charged to that account as long as the Card is billed in Hong Kong Dollars.

**"Loss"** is covered by the policy provided a Bodily Injury is sustained by the Covered Person, as defined:

- whilst the policy is in force with respect to the Covered Person; and
- under the circumstances and in the manner described in the paragraph entitled "When Benefits are Payable".

The term Loss shall mean with regard to hands and feet, actual severance through or above the wrists or ankle joints, and with regard to eyes, the entire irrecoverable loss of sight. Loss shall mean with regard to thumb and index finger actual severance through or above the joints closest to the palm; with regard to speech, entire and irrecoverable loss; and with regard to hearing, the entire and irrecoverable loss in both ears.

**"Personal Trip"** means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket. The trip may be a stand alone trip; side trip; or vacation undertaken after the commencement of a Business Trip and prior to a Return Trip. A Personal Trip is not for the purpose of furthering the business of the Sponsoring Organisation.

**"Return Trip"** means the Covered Person's return from a Business Trip after thirty (30) consecutive days to their residence or place of regular employment.

**"Scheduled Flight"** means a flight in an aircraft operated by an air carrier, provided that:

- such air carrier holds a certificate, licence 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; and
- such flight is regularly and continually flown on routes and at times as published in the ABC World Airways Guide or similar publication amended from time to time.

Departure times, transfer and destination points will be established in reference to the Covered Persons Scheduled Flight ticket.

**"Sponsoring Organisation"** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate thereof which participates in the Elite Corporate Card or Business Travel Account Programmes of American Express.

**"Terrorism"** means activities against persons, organisations or property of any nature:

- that involves the following or preparation for the following:
  - use of, or threat of, force or violence; or
  - commission of, or threat of, a dangerous act; or
  - commission of, or threat of, an act that interferes with or disrupts an electronic communication, information, or mechanical system; and

2. when one or both of the following applies:

- the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy;
- it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**"Transportation Costs"** means costs of travel as a fare-paying passenger in any Common Carrier Conveyance other than a taxicab.

### ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

The Company shall pay a benefit amount determined from the Table of Losses (below) if a Covered Person sustains a Loss stated herein resulting from Bodily Injury, provided that:

- such Loss occurs within three hundred & sixty-five (365) days after the date of Accident causing such Loss; and
- if more than one Loss stated in said Table is sustained as the result of one Accident, only one of the amounts so stated, the largest, shall be payable.

### TABLE OF LOSSES

LOSS OF	BUSINESS TRIP HAZARD	PERSONAL TRIP HAZARD
Life	HK\$2,000,000	HK\$2,000,000
Both hands or both feet or sight of both eyes	HK\$2,000,000	HK\$2,000,000
One hand and one foot	HK\$2,000,000	HK\$2,000,000
Either hand or foot and sight of one eye	HK\$2,000,000	HK\$2,000,000
Speech and hearing	HK\$2,000,000	HK\$2,000,000
Either hand or foot	HK\$1,000,000	HK\$1,000,000
Sight of one eye	HK\$1,000,000	HK\$1,000,000
Speech or hearing	HK\$1,000,000	HK\$1,000,000
Thumb and index finger of the same hand	HK\$500,000	HK\$500,000

### MAXIMUM BENEFIT PER COVERED PERSON

In no event will multiple Elite Corporate Card Accounts or Business Travel Accounts obligate The Company to pay for more than one Loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the policy will be determined according to the highest amount payable under any one of the American Express Accounts which provides cover in relation to the Accident and Loss in question.

### EXPOSURE AND DISAPPEARANCE

If by reason of an Accident covered under the policy a Covered Person is unavoidably exposed to the elements and as a result of such exposure suffers a Loss for which a benefit amount is otherwise payable hereunder, such Loss will be covered under the terms of the policy.

If the body of a Covered Person has not been found one year after the disappearance, forced landing, stranding, sinking or wrecking of a Common Carrier Conveyance in which such person was an occupant then it shall be deemed, subject to all other terms and provisions of the Policy, that such Covered Person shall have suffered Loss of life.

### WHEN BENEFITS ARE PAYABLE

(Benefits are payable under only one hazard for any one Loss)

#### Description of a Business Trip hazard

The applicable benefit amount is payable if the Covered Person sustains Bodily Injury anywhere in the world while on a Business Trip. Such insurance shall apply only when and after the Covered Person charges their Transportation Costs to an Elite Corporate Card Account, or such Transportation Costs are charged on their behalf to a Business Travel Account.

#### 24 Hour Accident Protection while on a Business Trip

Coverage begins when the Covered Person leaves their residence or place of regular employment for the purpose of going on a Business Trip or at the time charges for Transportation Costs have been made to a Corporate Card Account or Business Travel Account, whichever occurs last.

For Business Trips lasting thirty (30) consecutive days, coverage remains continuously in effect until the Covered Person returns to their residence or place of regular employment, whichever occurs first.

For Business Trips longer than thirty (30) consecutive days, coverage ceases at 12:01am at the Covered Person's location on the thirty-first (31st) day of a Business Trip.

Business Trip coverage incorporates:

- Common Carrier Benefit; and
- Airport Transportation Benefit; and
- Airport Premises Benefit.

#### Business Trips longer than thirty (30) days

Coverage is reactivated when the Covered Person begins the Return Trip. Coverage for the Return Trip is limited to:

- Common Carrier Benefit; and
- Airport Transportation Benefit; and
- Airport Premises Benefit.

The applicable benefits amount payable for any Loss sustained during a Return Trip will be determined from the Business Trip Hazard column of the Table of Losses.

#### Description of a Personal Trip hazard

Benefits covered under a Personal Trip hazard are not covered under a Business Trip hazard.

Authorised Travellers, as defined within the Covered Person definition, are not eligible for Personal Trip cover.

The applicable benefit amount is payable if the Covered Person sustains Bodily Injury anywhere in the world while on a Personal Trip. Such insurance shall apply only when and after the Covered Person charges their Transportation Costs to an Elite Corporate Card Account, or such Transportation Costs are charged on their behalf to a Business Travel Account.

Coverage for Personal Trips is limited to:

- Common Carrier Benefit; and
- Airport Transportation Benefit; and
- Airport Premises Benefit.

Unlike the Business Trip hazard, no twenty-four (24) hours coverage operates.

### TRAVEL INCONVENIENCE INSURANCE

#### 1. Missed Connections

If the Covered Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to overbooking, and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual arrival time of their incoming flight, The Company will indemnify the Covered Person for American Express Elite Corporate Card charges incurred in respect of hotel accommodation and restaurant meals and refreshments up to HK\$3,500.

#### 2. Flight Delay

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 Elite Corporate Card charges incurred in respect of restaurant meals or refreshments up to HK\$3,500.

### 3. Luggage Delay

If the Covered Person's accompanied luggage checked with the Common Carrier Conveyance is not delivered to them within six (6) hours of the Covered Person's arrival at the scheduled destination point (not point of origin) of their flight, The Company will indemnify the Covered Person for American Express Elite Corporate Card charges incurred at the scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$7,800.

### 4. Luggage Loss

If the Covered Person's accompanied checked-in luggage is not delivered to them within forty-eight (48) hours of the Covered Person's arrival at the scheduled destination point (not point of origin) of their flight, such luggage will be assumed to be permanently lost and The Company will indemnify the Covered Person for American Express Elite Corporate Card charges incurred within four (4) days of their arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$10,000.

The above benefits apply in respect of Covered Persons who are Basic Cardmembers and for Spouses/Domestic Partners and Dependent Children but shall be subject to a per family maximum indemnity of double the above Basic Cardmember's eligible benefits as specified.

### CLAIMS FOR TRAVEL INCONVENIENCE INSURANCE

1. All information and evidence required by The Company or its agents shall be furnished at the expense of the Covered Person or their personal representative and shall be in such forms and of such nature as The Company may prescribe.
2. Copies of invoices and/or receipts relating to expenses incurred in respect to which indemnity is claimed under this insurance must be supplied to Chubb Insurance Hong Kong Limited, 25th Floor, Shui On Centre, No. 6-8, Harbour Road, Wanchai, Hong Kong. Also, the invoices and/or receipts, verifying that the relevant flight tickets were charged to an American Express Elite Corporate Card Account and, in respect of loss or delayed luggage, a copy of the property irregularity report obtained from the airline, must be supplied to Chubb Insurance Hong Kong Limited together with the following information:
  - Full details of the flight (airline, flight numbers, departure airport, stop over destination, scheduled times and arrival airport).
  - Full details of the delay or loss incurred.
  - Full details of expenses for which reimbursement is claimed.
3. Benefits payable under this insurance in respect of valid claims will be credited to the Covered Person's American Express Elite Corporate Card Account.

### HIJACK EXTENSION

If in the course of a Covered Trip, the Common Carrier Conveyance in which the Covered Person is travelling is hijacked, the Company will pay:

1. Up to HK\$19,500 after the first 24 hours during which the Covered Person is illegally detained as a result of a hijack.
2. Up to a further HK\$39,000 after the first 72 hours during which the Covered Person is illegally detained as a result of hijack.

For the purpose of this extension, a hijack shall have occurred when control of the Common Carrier Conveyance, in which the Covered Person is travelling as a passenger, is involuntarily passed from the regular crew to a person or persons who has used, or threatened to use, violent means to obtain such control.

Subject otherwise to the terms, exclusions and conditions of the Policy.

### ACCIDENT MEDICAL EXPENSES EXTENSION

If a Covered Person, while riding solely as a passenger in or boarding or alighting from a Common Carrier Conveyance for a Personal, Business and/or Return Trip, sustains a Bodily Injury and as a direct result necessarily incurs Medical Expenses, The Company will indemnify the Covered Person for the expenses, upon the production of invoices and/or receipts incurred up to a maximum of HK\$250,000.

"Medical Expenses" shall mean all reasonable and customary costs necessarily incurred outside the Covered Person's country of domicile for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified, registered medical practitioner. Dental or optical expenses are excluded unless incurred as the result of an emergency following the Bodily Injury, provided that all routine dental and optical treatment is completed prior to the Return Trip.

### EXCLUSIONS

In respect of this extension, the following additional exclusions will apply:

1. Any expenses which are recoverable from any other insurance policy, Workers Compensation programmes, health policies or programmes or national insurance programme which is applicable to the Covered Person.
2. Any expenses incurred after three (3) months from the time of the incurring of the first expenses.
3. Expenses incurred by a Covered Person over the age of sixty-nine (69) years.

### BAGGAGE AND PERSONAL POSSESSIONS EXTENSION

#### SCOPE OF COVERAGE

If, in the course of the Covered Trip, the Personal Baggage or Possessions of the Covered Person are stolen, lost or damaged, The Company will pay the cost of replacing the items as new to the Covered Person, after deducting an amount for wear and tear, up to a maximum sum insured of HK\$40,000 per Covered Trip, subject to a maximum of HK\$3,000 for any one article or Pair or Set of articles. Jewellery, watches and the Covered Person's own ski equipment shall be subject collectively to a maximum sum insured of HK\$3,000 per Covered Trip. If the item can be repaired economically, The Company will pay the cost of repair only.

#### DEFINITIONS

"Covered Trip" shall mean a trip:

1. commencing during the period of cover anywhere in the world, but to a destination outside the Covered Person's usual country of residence;
2. for which the Transport Costs have been charged to the Covered Person's Business Travel Account or the Account of a colleague.

"Pair or Set" means a number of items of Personal Baggage or Possessions associated as being similar or complementary or used together.

"Personal Baggage or Possessions" means items usually carried or worn by travellers, taken on or purchased on a Covered Trip by the Covered Person(s) for the Covered Person(s) individual use during a Covered Trip, subject to the exclusions and limitations contained herein.

"Transport Costs" means costs of travel as a fare paying passenger in any Common Carrier Conveyance; provided such costs are charged to the Covered Person's Elite Corporate Card Account, Business Travel Account or the Elite Corporate Card of a colleague.

#### OPERATIVE TIME

Coverage to apply on a twenty-four (24) hours basis from the time of leaving the usual place of residence or work, whichever is the later, to the time of return to the usual place of residence or work, whichever occurs first.

#### APPLICATION CONDITIONS AND LIMITATIONS

1. The Covered Person must take all normal precautions to secure the safety of their Personal Baggage or Possessions.
2. The Covered Person must take all reasonable steps to avoid or minimise any claim.
3. The Company may at any time pay the Covered Person its full liability under the policy after which no further liability shall attach to The Company in any respect or as a consequence of such action.

Issued by:

**CHUBB**

Chubb Insurance Hong Kong Limited,  
39/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.  
For insurance enquiries, please contact Chubb hotline at (852) 2568 3359

4. The Covered Person shall take all practical steps to recover any article lost or stolen and to identify and ensure the prosecution of any guilty person(s). The Company may at any time at their expense and without prejudice to any issue between itself and a Covered Person take such action as deemed fit for the recovery of the property lost or stated to be lost.
5. Written notice shall be given to The Company no later than thirty (30) days after the Covered Person's return to their usual country of residence of any event which may lead to a claim. The Covered Person shall supply The Company with a written statement substantiating the claim, together with all certificates, information, evidence and receipts required by The Company at the expense of the Covered Person.
6. If a fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefits under the policy all benefits thereunder shall be forfeited insofar as it relates to the Covered Person(s) in question.
7. When claiming under the policy the Covered Person must produce:
  - a. a receipt for the purchase of the original goods;
  - b. in the event of loss or theft the report of the police or common carrier operator (as appropriate).
8. If The Company becomes liable for any payment under the policy in respect of loss or damage The Company shall be subrogated, to the extent of such payment, to all the rights and remedies of the Covered Person against any party in respect of such loss or damage and shall be entitled at their own expense to sue in the name of the Covered Person. The Covered Person shall give to The Company all such assistance in their power as The Company may require to secure their rights and remedies.

### EXCLUSIONS

In respect of this extension, the following additional exclusions will apply. The extension shall not cover:

1. The first HK\$585 of each and every claim and each and every occurrence, in respect of each and every Covered Person.
2. Any Personal Baggage or Possessions loaned, hired or entrusted to the Covered Person.
3. Theft of Personal Baggage or Possessions from unattended motor vehicles.
4. Any loss not reported to the local police at the vicinity of the loss within twenty-four (24) hours of discovery of such loss.
5. Any loss or damage to Personal Baggage or Possessions whilst in transit, which is not notified immediately to the common carrier operator.
6. Claims where the police report or common carrier operator's report is not produced to The Company.
7. Claims in excess of HK\$3,000 in total for any one article and/or any Pair or Set of articles in respect of jewellery, watches, photographic equipment and owned ski equipment.
8. Loss of any item whilst in a public place and not under the supervision of the Covered Person.
9. Loss or damage resulting from electrical or mechanical breakdown, wear and tear, moth or vermin, denting or scratching or any process of dyeing or cleaning.
10. Loss or damage arising from confiscation or detention by Customs or other lawful officials and authorities.
11. Loss or damage in respect of hired property or equipment, contact or corneal lenses, dentures, bonds, securities, money, travellers cheques, stamps or documents of any kind, musical instruments, typewriters, glass, china, antiques, pictures, sports gear whilst in use, pedal cycles, hearing aids, samples or merchandise, computers and computer related equipment, personal organisers, portable telephones, televisions, CD players, vehicles or accessories, boats and/or ancillary equipment.
12. Damage to fragile or brittle articles unless by fire or resulting from an accident to a seagoing vessel, aircraft or vehicle.
13. Any wilful act or negligence of the Covered Person.

### GENERAL EXCLUSIONS

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

1. alcohol intoxication as defined in the jurisdiction where the Accident occurred and/or acting under the influence of alcohol above the local permitted limit;
2. intentionally self-inflicted injury, suicide, self-destruction or any attempt thereof while sane;
3. illness, sickness, disease, physical or mental infirmity, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of a covered Bodily Injury;
4. travel into hazardous work sites (e.g. underwater, mines, construction sites, oil rigs, etc.);
5. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air force) in the country where the injury occurs shall not be deemed an act of war;
6. service in the military, naval or air service of any country;
7. participation in any military, police or fire-fighting activity;
8. activities undertaken as an operator or crew member of any Common Carrier Conveyance;
9. flying in aircraft owned or leased by the Covered Person's Sponsoring Organisation;
10. flying in any aircraft which is a chartered non-scheduled licensed common carrier hired by a single organisation;
11. flying in military aircraft or any aircraft which requires special permits or waivers;
12. commission of or attempt to commit an illegal act by or on behalf of the Covered Person or their beneficiaries;
13. 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;
14. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a physician;
15. taking of alcohol in combination with any drug or medication;
16. an act of Terrorism except when such event occurs under:
  - a. Common Carrier Benefit; or
  - b. Airport Transportation Benefit; or
  - c. Airport Premises Benefit whether on a Business Trip or a Personal Trip.

### CLAIMS

Written notice must be given as soon as possible of any occurrence likely to result in a claim and in any event within thirty (30) days of completion of the Covered Trip, Business, Personal and/or Return Trip.

Claims Service - all claims and correspondence relating to the insurance should be addressed to: Chubb Insurance Hong Kong Limited, 39/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.

### PAYMENT OF CLAIMS

Indemnities payable for any loss will be paid upon receipt of due written proofs of such loss. Indemnity or Loss of life and any other accrued indemnities unpaid at the Covered Person's death should be payable to the Covered Person's estate. The receipt from the Estate will fully discharge The Company.

### TIME LIMIT OF ACTIONS

No action at law or in equity shall be brought to recover under the policy after the expiration of three (3) years after the time written proof of loss is required to be furnished.

### TERMINATION

The cover referred to in the certificate will terminate as of the date he or she ceases to be a Covered Person or on the termination of the master policy, whichever is earlier.

### LEGAL JURISDICTION AND GOVERNING LAW

1. The Company shall in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this insurance acknowledge the jurisdiction of the Courts in Hong Kong SAR.
2. The Policy shall be governed by and interpreted in accordance with the Law of Hong Kong SAR, except as otherwise stated herein.

