

American Express Corporate Meeting Card Travel Accident Insurance

CERTIFICATE OF INSURANCE

Effective Date: 1 April 2010

This certificate provides details of insurance cover arranged by American Express International Inc. (Hong Kong Branch) ("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 NAC0000036 which provides group accidental death and dismemberment, accident medical expenses and hijack insurance benefits. Whenever used herein, Corporate Meeting Card and Corporate Meeting Card Account shall refer to American Express Corporate Meeting 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:

1. When going directly to an airport for the purpose of boarding a Scheduled Flight on a Business Trip or Personal Trip, or
2. 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:

1. Is caused by an Accident; and
2. Occurs solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury; and
3. Occasions the death or dismemberment within three hundred and 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 cardmembers whose Transportation Costs are charged to Corporate Meeting Cards issued by American Express International Inc. (Hong Kong Branch), its subsidiaries, affiliates and licensees (American Express), as long as the Corporate Meeting Card is billed in Hong Kong Dollars, and who are officers, partners, proprietors or employees of Sponsoring Organisations and whose Corporate Meeting Card Accounts are in good standing.
- Spouses/Domestic partners and dependent children under age 23 of Covered Persons are also Covered Persons if:
 1. Travelling with the Covered Person on a Business Trip and at the request and expense of the Sponsoring Organisation; and
 2. Transportation Costs are charged for them to the Sponsoring Organisation's Corporate Meeting Card Account.
- Spouses/Domestic partners and dependent children under age 23 of Covered Persons are also Covered Persons for Personal Trip Hazards if:
 1. Transportation Costs are charged for them to the Sponsoring Organisation's Corporate Meeting Card Account.
- An Authorised Traveller means any person authorised by a Sponsoring Organisation, whose Transportation Costs are charged to a Corporate Meeting Card which is billed in Hong Kong Dollars.

"Event" means all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific happening or occurrence at an identifiable time and place. The duration and extent of a happening or occurrence shall be limited to 72 consecutive hours and within a 10 mile radius and no instance of Bodily Injury occurring outside such period and/or radius shall be included.

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

1. Whilst the policy is in force with respect to the Covered Person; and
2. 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.

"Manual Work" means paid work with hands-on involvement in the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/supervisory, sales or administrative capacity), or the undertaking of any trade as a plumber, electrician, lighting or sound technician, carpenter, painter/ decorator or builder, or manual labour for any kind.

"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:

1. 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
2. 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 Corporate Meeting Card.

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

1. That involves the following or preparation for the following:
 - a. Use of, or threat of, force or violence; or
 - b. 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:
 - a. 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;
 - b. 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 for 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:

1. Such Loss occurs within three hundred and sixty-five (365) days after the date of Accident causing such Loss; and
2. 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\$1,500,000	HK\$1,500,000
Both hands or both feet or sight of both eyes	HK\$1,500,000	HK\$1,500,000
One hand and one foot	HK\$1,500,000	HK\$1,500,000
Either hand or foot and sight of one eye	HK\$1,500,000	HK\$1,500,000
Speech and hearing	HK\$1,500,000	HK\$1,500,000
Either hand or foot	HK\$750,000	HK\$750,000
Sight of one eye	HK\$750,000	HK\$750,000
Speech or hearing	HK\$750,000	HK\$750,000
Thumb and index finger of the same hand	HK\$375,000	HK\$375,000

MAXIMUM BENEFIT PER COVERED PERSON

In no event will multiple Corporate Meeting Card 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.

AGGREGATE LIMIT

The Company is subject to an aggregate maximum of HK\$78,000,000 as a result of a single Event.

If the total sum of benefit amounts relating to a single Event from all Covered Person exceeds HK\$78,000,000, each benefit amount will be reduced pro rata such that the sum equals HK\$78,000,000. To avoid doubt, in these circumstances each benefit amount from the Table of Losses will be multiplied by the following Benefit Factor:

Benefit Factor = HK\$78,000,000 divided by the total sum of any benefit amount relating to a single Event from all Covered Persons.

The HK\$78,000,000 limit shall be applied separately to each group company involved in the Event. The HK\$78,000,000 limit shall apply regardless of group company holding multiple Corporate Meeting Cards.

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.

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 have 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 Trip, Business Trip and/or Return Trip, sustains a Bodily Injury and as a direct result necessarily incurs Medical Expenses, Chubb Insurance Hong Kong Limited will indemnify the Covered Person for the expenses, upon the production of invoices and/or receipts incurred up to a maximum of HK\$195,000.

“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.

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 a Corporate Meeting Card 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 Meeting Card 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:

1. Common Carrier Benefit; and
2. Airport Transportation Benefit; and
3. 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:

1. Common Carrier Benefit; and
2. Airport Transportation Benefit; and
3. 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.

Issued by:

CHUBB

Chubb Insurance Hong Kong Limited,
25th Floor, Shui On Centre, No. 6-8, Harbour Road, Wanchai, Hong Kong.
For insurance enquiries, please contact Chubb hotline at (852) 2568 3359

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 a Corporate Meeting Card Account.

Coverage for Personal Trips is limited to:

1. Common Carrier Benefit; and
2. Airport Transportation Benefit; and
3. Airport Premises Benefit.

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

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 threat 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, oilrigs 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 forces) in the country where the injury occurs shall not be deemed an act of war.
6. Service in the military, naval 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.
17. Participating in Manual Work

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
25th Floor, Shui On Centre
No. 6-8, Harbour Road
Wanchai, 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 Chubb Insurance Hong Kong Limited.

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. Chubb Insurance Hong Kong Limited 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.

