

## American Express® Business Card Travel Accident Insurance Policy

Chubb Insurance Hong Kong Limited (hereinafter called the "Company") hereby certifies an American Express Business 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 Policy which is held by American Express International, Inc., Hong Kong (hereafter referred to as the "Policyholder"), and which may be inspected there.

Policy Number for The American Express Business Card : NAC0000042

Policyholder: American Express International, Inc., Hong Kong

Covered Person: A person shall be a Covered Person under Policy Number NAC0000042 ("the Policy") only if:

- i. He or she is
  - a) The Basic or Supplementary Cardmember who has an American Express Business Card issued by the Policyholder and billed in Hong Kong Dollars; or
  - b) The legally married spouse or dependent child under age 23 of any Covered Person described in a) above; and
- ii. His or her American Express Business Card is billed by the Policyholder.

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 trip on a Common Carrier Conveyance only when the entire fare has been charged to an American Express Business Card.

### MAXIMUM INDEMNITY PER COVERED PERSON

#### A) TRAVEL ACCIDENT INSURANCE COVER:

In the event the entire fare has been charged to duplicate or multiple American Express Business Cards while the Covered Person taking a trip on a Common Carrier Conveyance, the Covered Person will entitle 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 Business Card 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 NAC0000042 or under similar American Express Travel Cover or Travel Accident Insurance Certificates wherever issued.

### 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 ankle joint, and as used with reference to eye means the irrecoverable loss of entire sight of such eye.

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

"Covered Trip" means

- i. a trip (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 Business 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 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.

"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 directly or independently of all other causes, from accidental Injury on or after the date of ticket purchase; 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 Conveyance.

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 Business Card

Coverage	Maximum Benefit Amounts
Loss of life (due to accident)	HK\$800,000
<i>Dismemberment: (due to accident)</i>	
Loss of both hands or both feet	HK\$800,000
Loss of one hand and one foot	HK\$800,000
Loss of entire sight of both eyes	HK\$800,000
Loss of entire sight of one eye and Loss of one hand or one foot	HK\$800,000
Loss of one hand or one foot or the entire sight of one eye	HK\$400,000

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 Insured Person as the result of any one accident.

## ON-BOARD TICKETING

In the event a Covered Person suffers a Loss 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 Business 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, 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, 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:

1. Suicide or self-destruction or any attempt thereof;
2. War or any act of war whether declared or undeclared;
3. 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.
4. While serving as an operator or crewmember of any Common Carrier Conveyance;
5. Any illegal act by or on behalf of the Covered Person and/or his beneficiaries;
6. 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;
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

Written notice of a claim must be given to Chubb Insurance Hong Kong Limited, 25th Floor, Shui On Centre, No. 6 - 8 Harbour Road, Wanchai, 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.

Payments 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:

1. the Covered Person's spouse;
2. His or her children, including legally adopted children;
3. His or her parents;
4. His or her brothers and sisters;
5. 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:

1. As of the date this Policy shall terminate;
2. On the date that the Business Cardmember ceases to be a Covered Person.
3. As of the premium due date, if the Policyholder fails to pay the required premium for the Business Cardmember except as the result of inadvertent error.

## 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.

## TERMINATION OF POLICY

This Policy may be amended or terminated at any time by written agreement between the Company and the Policyholder. The Policyholder or the Company may, however, terminate this Policy at any time by giving written notice of termination to other party, but the date of termination shall not be less than ninety (90) days after the date the Policyholder or the Company receives such notice unless an earlier date is mutually agreeable to the Policyholder and the Company.

