

Welcome Offer for HSBC Customers – Overseas StudySurance Premium Discount and YATA Gift Certificates Offers (“Offers”)

General Terms and Conditions

1. The Offers (as set out in Clause 3 below) are provided by AXA General Insurance Hong Kong Limited (“AXA”).
2. The Offers are applicable to customers who meet all of the following criteria (“Eligible Customer*”):
 - a) Submit a completed application for Overseas StudySurance to The Hongkong and Shanghai Banking Corporation Limited (“HSBC”) between 1 July 2022 and 31 October 2022 (both days inclusive);
 - b) Such Overseas StudySurance policy must be successfully issued by AXA to the Eligible Customer* on or before 30 November 2022; and
 - c) Such Overseas StudySurance policy must be effective on or before 31 January 2023 (“Eligible Policy”).
3. Subject to all the terms and conditions herein, Offers include:
 - Offer 1: Each Eligible Policy will be entitled to 10% premium discount in perpetual (upon any subsequent renewal), which the discount applies at policy inception and renewal afterwards (if applicable); and
 - Offer 2: Each Eligible Policy will be entitled to YATA gift certificates at face value of HKD200.
4. The YATA gift certificates will be mailed to the Eligible Customer’s* last known correspondence address of the relevant policy on AXA’s record by 28 February 2023 provided that the relevant Overseas StudySurance policy must remain in force and effect at the time of mailing the YATA gift certificates.
5. The YATA gift certificates will not be replaced if lost or damaged.
6. The YATA gift certificates are provided by YATA Limited (“YATA”) and subject to the terms and conditions stated in the YATA gift certificates. Neither HSBC nor AXA shall have any obligations or liabilities whatsoever in relation to any goods and/or service(s) provided by YATA. Any disputes arising from the gift certificates shall be resolved between customers and YATA directly.
7. Customers who have withdrawn a previous application or cancelled an existing policy for the same Overseas StudySurance within six months before the submission date of policy application will not be entitled to the Offers. The date appearing in AXA’s records will be conclusive as to the date on which the policy application was submitted, the previous application was withdrawn or the existing policy was cancelled.
8. The Offers are not exchangeable for cash and are not transferrable.
9. If the Eligible Customer* is also entitled to the preferential offer(s) for HSBC staff in respect of the same insurance policy, HSBC and AXA reserve the right to provide only one of such offers to the customer, at HSBC’s and AXA’s discretion.
10. In case of any dispute arising from the Offers, the decision of HSBC and AXA shall be final and conclusive.
11. No person other than the Eligible Customer*, HSBC and AXA will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong SAR) to enforce or enjoy the benefit of any of the provisions of these general terms and conditions.
12. HSBC and AXA reserve the right to alter or terminate the Offers (in whole or in part) and/or amend the general terms and conditions at any time without prior notice.
13. These general terms and conditions are governed by and construed in accordance with the Laws of Hong Kong SAR.

14. If there is any inconsistency or conflict between the English version and the Chinese version of these general terms and conditions, the English version shall prevail.

* For online application, the customer means the person specified under “Information – Policyholder” section of the online application form and the customer must be in Hong Kong at the time of application. For paper application form, the customer means the person specified under “Personal data of applicant” section of the paper application form. The customer must be aged 18 or above.

For product details and related charges (if applicable), please refer to the relevant factsheets, brochures and policy wordings or contact HSBC staff.

The general insurance policies are underwritten by **AXA General Insurance Hong Kong Limited (“AXA”)**, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited (“HSBC”) is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong SAR) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR. General insurance plans are products of AXA but not HSBC.

For monetary disputes arising between HSBC and you out of the selling process or processing of the related transaction by HSBC, HSBC will enter into a Financial Dispute Resolution Scheme process with you. On the other hand, for any disputes over the terms and conditions of your policy, AXA will resolve with you directly.

Issued by The Hongkong and Shanghai Banking Corporation Limited and AXA General Insurance Hong Kong Limited

AXA Free Quarantine Protection Programme for Travel Insurance Customers Returning to Hong Kong

AXA is offering extra care for our travel insurance customers with a **Free Quarantine Protection Programme** (the “Programme”). Eligible Customers are entitled to personal accident, personal liability and personal belongings protection during the period when they are undergoing the compulsory quarantine measures implemented by the Hong Kong Government, up to 14 days from their arrival to Hong Kong, for free. **No registration is required.**

Programme Details

Programme Period	Between 1 June 2022 and 31 December 2022 (both days inclusive)
Eligible Customer	A customer who fulfils all of the following criteria: 1) is an insured person under an Eligible Policy which is in-force during the Programme Period; 2) arrive Hong Kong during the Programme Period; and 3) is undergoing the compulsory quarantine measures for inbound travellers implemented by the Hong Kong Government in a designated place (a hotel or a community isolation facility).
Coverage Period	Compulsory quarantine period up to 14 days from the Eligible Customer’s day of arrival to Hong Kong.
Eligible Policy	Designated AXA’s insurance policy, including: <ul style="list-style-type: none"> ▪ MultiTrip TravelSurance ▪ SingleTrip TravelSurance ▪ Overseas StudySurance ▪ Executive Staff Insurance ▪ Employee Personal Accident Plan ▪ HSBC Premier – Traveller ▪ Business TravelCare ▪ Group Travel Cover

Programme Benefit Items

Subject to the Terms and Conditions set below, an Eligible Customer will be entitled to the following compensation should accidents happened to them during the Coverage Period.

Benefit Items	Maximum Compensation per Eligible Customer (HKD)
1. Personal Accident	: 200,000
Accidental Death	200,000
Permanent Total Disablement	200,000
2. Personal Liability	: 500,000
3. Baggage and Personal Belongings	: 5,000
	Item limit: 1,000; excess: 200

Terms and Conditions:

1. The Programme is provided by AXA General Insurance Hong Kong Limited (“AXA”).
2. The Programme is offered on top of the Eligible Policy. All the coverages and terms and conditions of the Eligible Policy remain unchanged.
3. To make a claim, please complete a claim form of the Eligible Policy and submit to AXA within 30 days from the date of accident.
4. AXA reserves the right to amend, suspend or terminate the Programme and to interpret or amend the Terms and Conditions of the Programme at any time at its sole discretion without prior notice.
5. In case of any dispute from the Programme, AXA’s decision shall be final and conclusive.
6. Term and Conditions shall be governed by the laws of Hong Kong. Any dispute should be subject to the exclusive jurisdiction of Hong Kong court.
7. In interpreting this Terms and Conditions, unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
8. If there is any inconsistency or conflict between the English version and the Chinese version of this document, the English version shall prevail.
9. The Programme Benefits are provided according to the following wording:

Definition

Accident / Accidental	An unforeseen and unexpected event of violent, Accidental, external and visible nature which shall independently of any other cause be the sole and direct cause of bodily injury.
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.
Eligible Customer	A customer who fulfils all of the following criteria: 1) is an insured person under an Eligible Policy which is in-force during the Programme Period; 2) arrive Hong Kong during the Programme Period; and 3) is undergoing the compulsory quarantine measures for inbound travellers implemented by the Hong Kong Government in a designated place (a hotel or a community isolation facility).
Coverage Period	Compulsory quarantine period up to 14 days from the Eligible Customer’s day of arrival to Hong Kong.
Eligible Policy	Designated AXA’s insurance policy, including: <ul style="list-style-type: none"> ▪ MultiTrip TravelSurance ▪ SingleTrip TravelSurance ▪ Overseas StudySurance ▪ Executive Staff Insurance ▪ Employee Personal Accident Plan ▪ HSBC Premier – Traveller ▪ Business TravelCare ▪ Group Travel Cover
Hong Kong	Hong Kong Special Administrative Region.
Loss of Hearing	Permanent irrecoverable Loss of Hearing rendering the Eligible Customer absolutely deaf in both ear s irremediable by surgical or other means of treatment.
Limb	A hand or foot.
Loss of Limb	Complete severance at or above the wrist or ankle joint or the total and Permanent functional disablement of an entire hand, arm, foot or leg.

Loss of Sight of Eye	The total and irrecoverable Loss of all sight of an eye rendering the Eligible Customer absolutely blind in that eye beyond remedy by surgical or other treatment.
Loss of Speech	The Disability in articulating any 3 of the 4 sounds which contribute to the speech (such as the Labial sounds, the Alveolo-labial 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 Eligible Customer absolutely Loss of Speech beyond remedy by surgical or other treatment.
Loss of Use	Total functional disablement.
Permanent	Lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement.
Permanent Total Disablement	When as the result of Injury and commencing within 12 consecutive months from the date of the Accident, the Eligible Customer is totally and permanently disabled and prevented from engaging in or attending any business or occupation. If the Eligible Customer has no employment or occupation at the time of Injury, Permanent Total Disablement means the inability to perform to all of the Daily Activities in his/her like age and sex which would normally be carried out by the Eligible Customer in his/her daily life. Provided such Disability has continued for a period of 12 consecutive months and certified by a Medical Practitioner to be total, continuous and Permanent for the remainder of the Eligible Customer's life.

Benefits 1. Personal Accident

AXA shall pay a one-off lump sum payment up to HKD200,000, in case of Permanent disablement or death of an Eligible Customer caused by an Accident which happens during the Coverage Period, within 12 consecutive months from the date of Accident, according to the following compensation table.

Compensation table:

Event		Lump Sum Payment Per Eligible Customer (% of HKD200,000)
(1)	Accidental death	100%
(2)	Permanent Total Disablement	100%
(3)	Permanent and incurable paralysis of all Limbs	100%
(4)	Permanent Loss of Sight of Eye - one eye or both eyes	100%
(5)	Loss of Limb - one Limb or more	100%
(6)	Permanent Loss of Use - one Limb or more	100%
(7)	Permanent total Loss of Speech and Loss of Hearing	100%
(8)	Permanent total Loss of Hearing in	
	(a) both ears	75%
	(b) one ear	20%
(9)	Permanent total Loss of Speech	50%

Provision to Benefit 1. Personal Accident

- Accidental death benefit will be payable to the Eligible Customer's estate.
- For clarity, Accident happens before or after the Coverage Period is not covered.
- The aggregate amount of compensation paid under Benefit 1 shall not be more than 100% of HKD200,000 in case more than one Accident happen during the Coverage Period.
- Benefits 1- 9 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, AXA will only pay for the event with the highest compensation.

Benefit 2. Personal Liability

AXA shall pay a benefit payment up to HKD500,000 to Eligible Customer against legal liability to a third party during the Coverage Period 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 Eligible Customer; and
- (b) Eligible Customer's legal costs and expenses incurred with AXA prior written consent.

Provision to Benefit 2. Personal Liability

1. Eligible Customer shall not admit any liability or enter into any settlement without obtaining AXA's prior written consent.
2. AXA has the right to proceed at its own expense in the name of the Eligible Customer against third parties who may be responsible for an occurrence giving rise to a claim.
3. AXA will not pay 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 Eligible Customer's family;
 - (b) liability incurred by the acts of animals belonging to the Eligible Customer or which is under Eligible Customer'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 Eligible Customer;
 - (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) racing, rallies or the use of firearms;
 - (j) pollution unless due to sudden, unintended and unexpected occurrence;
 - (k) 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.

Benefit 3. Baggage and Personal Belongings

AXA will pay up to HKD5,000, with sub-limit of HKD1,000 per item subject to HKD200 excess, for each claim during the Coverage Period for loss or damage to Eligible Customer's personal belongings (including clothing and personal effects worn or carried on the Eligible Customer), suitcases and receptacles. Eligible Customer can only claim up to one item for repair to the damaged laptop computer or tablet computer. AXA may, at its absolute 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 AXA's sole discretion) instead of paying cash benefit.

Provision to Benefit 3. Baggage and Personal Effects

AXA will not pay:

1. for loss or damage for normal wear and tear, gradual deterioration, mechanical or electrical breakdown or derangement.
2. for loss or damage arising from delay, confiscation, detention, requisition or destruction by customs or other officials or authorities.
3. 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.
4. for loss or damage to mobile phone or sports equipment.
5. for loss of laptop computer or tablet computer.
6. for loss or damage for breakage of or damage to foodstuff, contact or corneal lenses, brittle or fragile items.
7. for loss or damage to any business goods or samples.
8. for damage to or replacement of any electronic data or software.

9. in respect of losses not reported to the local police within 24 hours upon discovery and unless a local police report is obtained.

General Exclusions (applicable to all benefits)

No benefit will be paid if the claim is caused or contributed by:

1. the Eligible Customer's unlawful act or wilful exposure to danger (except in an attempt to save a human life), intentional self-injury, suicide or attempted suicide (sane or insane);
2. the Eligible Customer's direct participation in terrorist acts;
3. Eligible Customer has not exercise reasonable care to prevent accidents, injury, loss or damage during the Coverage Period;
4. the effect or influence of alcohol or drugs not prescribed by a qualified and licensed/ registered medical practitioner;
5. illness, sickness, disease, any pre-existing physical or mental defect or infirmity, bacterial or viral infections even if contracted by the Accident, except bacterial infection that is the direct result of the Accidental cut or wound;
6. strike, riot and civil commotion except for passive risks which means the Eligible Customer being killed or injured because they were accidentally in a place when an act of strike, riot and civil commotion occurred;
7. the Eligible Customer engaging or participating in manual work undertaken by the Eligible Customer which involves the use of any mechanical and/or electrical equipment, or handling of explosive or hazardous substances.
8. 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.

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.

The general insurance policies are underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited ("HSBC") is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong SAR) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR. General insurance plans are products of AXA but not HSBC.

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