

PARTICULARS OF THE TERMS AND CONDITIONS OF PROGRAMME

PART 1 - DEFINITIONS

Capitalised words have the following meaning throughout the Programme, unless otherwise specified.

Accident/Accidental	A sudden, unforeseen and fortuitous event that solely and independently results in Injury, disablement or death when participating in any sports in a non-professional capacity within the territories of Hong Kong Special Administrative Region and which is not caused by an illness or medical condition suffered by the Eligible Person; or loss of or damage to property, whichever applies.
Daily Activities	Eating, dressing, bathing, using the lavatory and moving in/out of a bed in all cases without assistance.
Disability/Disabilities	Any of the Disability(ies) of Permanent Total Disablement (including accidental death) listed in the Accidental Death and Permanent Disablement Compensation Table which must be resulted from an Injury of the Eligible Person.
Eligible Person	<p>The Emma by AXA mobile application's new and existing user who is aged from eighteen (18) to eighty (80) years old; and:</p> <ul style="list-style-type: none"> (i) is a Hong Kong Resident; and (ii) has successfully registered the Programme for him/herself. <p>Those Emma new and existing users who satisfy the above requirements can also register the Programme for a maximum of their four (4) Family Members aged from six (6) months to eighty (80) years old at the time of registration and who is/are Hong Kong Resident(s), these registered Family Members can also become "Eligible Persons".</p>
Family Members	The Emma by AXA mobile application user's Spouse/Partner, Child, Independent Child, parents/parents-in-law and step-parents/parents in law.
Hong Kong	Hong Kong Special Administrative Region.
Hong Kong Resident	Permanent or non-permanent residents as defined under the Basic Law of Hong Kong.
Hospital	<p>An establishment which meets all the following requirements:</p> <ul style="list-style-type: none"> • holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); • operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; • provides 24-hour a day nursing service by registered or graduated nurses; • has a staff of one or more licensed physicians available at all times; • provides organized facilities for diagnosis and major surgical facilities; and • is not primarily a clinic, nursing, rest or convalescent home or similar establishment, a place for alcoholics or drug addicts.

Hospital Patient	A patient necessarily and continuously confined to a Hospital, under the care of a Medical Practitioner, and being charged for at least one (1) day of room and board fee confinement being certified as necessary by the attending Medical Practitioner.
Injury	A bodily injury sustained by an Eligible Person caused solely and directly by an Accident and does not include any illness or naturally occurring medical conditions or degenerative process.
Loss of Fingers or Toes	Complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
Loss of Hearing	Permanent irrecoverable Loss of Hearing rendering the Eligible Person absolutely deaf in both ear s irremediable by surgical or other means of treatment.
Limb	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 Eyes	The total and irrecoverable Loss of all sight of an eye rendering the Eligible Person absolutely blind in that eye beyond remedy by surgical or other treatment.
Loss of Speech	The Disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the Labial sounds, the Alveololabial 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 Person absolutely Loss of Speech beyond remedy by surgical or other treatment.
Loss of Use	Total functional disablement.
Medical Expenses	The actual reasonable and customary cost necessarily incurred, in respect of the Eligible Person as a result of Injury sustained, for Medical Expenses paid by the Eligible Person or by those Emma users (who registered the Programme for the Eligible Person) on behalf of the Eligible Person to a Medical Practitioner for medical, surgical, X-ray, Hospital confinement, nursing treatment or other diagnostic or remedial treatment given or prescribed by a Medical Practitioner including the cost of medical supplies and sur face ambulance (excluding helicopter and any aircraft) hire as the result of an emergency, but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury.
Medical Practitioner	A medical practitioner of western medicine qualified by a medical license/registered degree and duly licensed or registered to practice western medicine and who, in rendering such treatment (surgery or medical procedures for the sole purpose of cure or relief from Injury), is practicing within the scope of his or her licensing and training in the geographical area of practice but excluding a person who is the Insured Person himself or a relative of the Insured Person .
Period of Protection	90 Days from the date of successful registration of the Programme through the Emma by AXA mobile application.
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 twelve (12) consecutive months from the date of the Accident, the Eligible Person is totally and permanently disabled and prevented from engaging in or attending any business or occupation. If the Eligible Person 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 Person in his/her daily life. Provided such Disability has continued for a period of twelve (12) consecutive months and certified by a Medical Practitioner to be total, continuous and Permanent for the remainder of the Eligible Person's life.
Programme	A Free Sports Personal Accident ("PA") protection.
Programme Period	13 December 2021 to 28 February 2022 (both dates inclusive).
Protection Limit	The maximum limit that the benefits in the relevant Section or Sub-section in this Programme will pay in accordance with the corresponding Section or Sub-section listed in Part 2 - Benefit Table.
We/ Us/ Our/ Insurer	AXA General Insurance Hong Kong Limited.
You/ Your	Eligible Person.

Interpretations

In interpreting this Programme, unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

Part 2 – Benefit Table

Benefits	Protection Limit per Eligible Person In HKD
Section 1 – Personal Accident	
Section Limit	250,000
1.1 Accidental Death	250,000
1.2 Permanent Total Disablement	250,000
Section 2 – Accidental Medical Expenses	
Section Limit	1,000
- Chinese Herbalist, Bonesetter, Acupuncture	200 per day
- Chiropractic & Physiotherapy	400 per day
Section 3 – Daily Hospital Cash	
Section Limit	500 per day Up to 14 days

Part 3 – Terms and Conditions

Section 1 - Personal Accident

1.1 Accidental Death

We will pay the percentage of Protection Limit shown in Part 2 - Benefit Table according to the below Accidental Death and Permanent Disablement Compensation Table if the Eligible Person sustains an Injury caused by an Accident in Hong Kong Special administrative Region during the Period of Protection which results in death within twelve (12) consecutive months from the date of the Accident.

1.2 Permanent Total Disablement

We will pay the percentage of Protection Limit shown in Part 2 - Benefit Table according to the below Accidental Death and Permanent Disablement Compensation Table if the Eligible Person sustains an Injury caused by an Accident in Hong Kong Special administrative Region during the Period of Protection which results in Disabilities within twelve (12) consecutive months from the date of the Accident.

Accidental Death and Permanent Disablement Compensation Table		
		Compensation (Percentage of the Protection Limit per Eligible Person shown in Part 2 - Benefit Table)
Accidental Death		100%
Permanent Total Disablement - Disability		
1.	Permanent Total Disablement	100%

2.	Permanent and incurable paralysis of all Limbs	100%
3.	Permanent total Loss of Sight of both Eyes	100%
4.	Permanent total Loss of Sight of one Eye	100%
5.	Loss of or the Permanent total Loss of Use of two Limbs	100%
6.	Loss of or the Permanent total Loss of Use of one Limb	100%
7.	Permanent 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 Loss of Speech	50%

Special conditions applicable to Section 1

1. Payment shall not be made under more than one of Section 1.1 Accidental Death and Section 1.2 Permanent Total Disablement.
2. If compensation has been made under Section 1.2 Permanent Total Disablement and Accidental Death occurs within the subsequent twelve (12) consecutive months, then We will pay the difference (if any) between the compensation payable under Section 1.2 Permanent Total Disablement and the compensation payable under Section 1.1 Accidental Death.
3. Where the aggregate amount of compensation paid in respect of the Eligible Person is equal to one hundred percent (100%) of the Protection Limit of Section 1, We will be under no further liability under this Programme in respect of the same Eligible Person for Injury sustained thereafter. Where the aggregate amount of compensation paid in respect of the Eligible Person is less than 100% of the Protection Limit, the aggregate of the Disability as stated in the Accidental Death and Permanent Disablement Compensation Table applicable to that Eligible Person shall be reduced to the amount of original Protection Limit that remains unpaid. Our maximum liability for all claims under the whole Section 1 is one hundred percent (100%) of the Protection Limit of Section 1.
4. When a Limb or organ which had been partially dysfunctional or disabled prior to an Injury covered under this Programme and which becomes totally dysfunctional or disabled as a result of such Injury, the Percentage of Protection Limit payable shall be determined by Us in Our sole discretion having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the loss of or the Permanent total Loss of Use of one Limb or organ which was totally dysfunctional or disabled prior to the Injury.
5. If the Eligible Person suffers from a loss of or the Permanent total Loss of Use of Limb and a Toe(s) or a Finger(s) of the same Limb which gives rise to compensate being payable under the Accidental Death and Permanent Disablement Compensation Table, the Eligible Person will only be entitled to the compensation in respect of the loss of or the Permanent total Loss of Use of one Limb under the Accidental Death and Permanent Disablement Compensation Table.

Extensions applicable to Section 1

1. Exposure

If following an Accident the Eligible Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers Accidental death, such Accidental death shall be considered as constituting a claim under Section 1.1 Accidental Death of this Programme.

2. Disappearance

Accidental death shall not in any way be presumed by reason of the disappearance of the Eligible Person except in the event of the total loss by sinking or wrecking of the ship or aircraft in which the Eligible Person was traveling at the material time. Accidental death payment by Us is subject to the receipt of a signed undertaking by the person who receives such payment that any such payment shall be refunded to Us if it is later discovered that the Eligible Person is found to be living and do not suffer Accident death as a result of the Accident.

Section 2 – Accidental Medical Expenses

If the Eligible Person sustains an Injury caused by an Accident in Hong Kong SAR during the Period of Protection, We will reimburse up to the Protection Limit specified in Part 2 - Benefit Table for the actual reasonable and necessary Medical Expenses incurred in Hong Kong SAR within twelve (12) consecutive months as from the date of an Accident.

Special conditions applicable to Section 2

1. Medical Expenses must be incurred and diagnosed by any:
 - (a) registered Chinese herbalist, bonesetter, acupuncturist, chiropractor or physiotherapist, or
 - (b) registered Medical Practitioner;
2. Claim must be accompanied with an official payment receipt.

Exclusions applicable to Section 2

We do not pay for:

1. The additional cost of single or private room accommodation at a Hospital, clinic or nursing home, except where the Medical Practitioner treating the Eligible Person deems it necessary for the Eligible Person to occupy such accommodation;
2. Medical consultation or treatment (including Chinese herbalist, bonesetter, acupuncturist, chiropractor or physiotherapist) not received from a local medical practitioner; or
3. Any treatment provided by Medical Practitioner, Chinese herbalist, bonesetter, acupuncturist, chiropractor or physiotherapist who is the Eligible Person himself/herself or a relative of the Eligible Person or Eligible Person's immediate family members.

Section 3 – Daily Hospital Cash

If the Eligible Person sustains an Injury caused by an Accident in Hong Kong SAR during the Period of Protection and being hospitalized in a Hospital as a Hospital Patient as a result, We will pay the Protection Limit specified in Part 2 - Benefit Table for up to fourteen (14) days which is subject to the per day limit specified therein.

No payment will be made if the above-mentioned hospitalization is less than three (3) consecutive days. If the above-mentioned hospitalization is more than three (3) consecutive days, the daily hospital cash benefit will be paid from the first day the Eligible Person is confined as a Hospital Patient.

PART 4 – GENERAL EXCLUSIONS

1. The following general exclusions are applicable throughout the whole Programme. We will not pay any benefits from this Programme if the claim arises directly or indirectly as a result of any of these exclusions:
 - (a) Any unlawful act of Eligible Person or his wilful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane;
 - (b) Illness or sickness;
 - (c) Any pre-existing physical or mental defect, disease or infirmity, bacterial, viral infections (except infection which occurs through an accidental cut or wound);
 - (d) Medical or surgical treatment except where such treatment is rendered necessary by an Injury within the scope of this Programme;
 - (e) Treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns;
 - (f) Venereal disease or insanity, AIDS (Acquired Immune Deficiency Syndrome) & ARC (AIDS Related Complex) & HIV (Human Immunodeficiency Virus) infection. For the purpose of this exclusion, the term AIDS shall have the meanings assigned to it by the World Health Organization including opportunistic infection (includes but not limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection), malignant neoplasm (includes but not limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which may become known as immediate causes of death, an illness, or Disability, in the presence of AIDS), encephalopathy (dementia), HIV wasting syndrome or any disease or illness in the presence of a sero-positive test for HIV;
 - (g) Pregnancy or childbirth or miscarriage or abortion or infertility;
 - (h) Effect or influence of alcohol or drugs not prescribed by a Medical Practitioner;
 - (i) Travel or flight in any device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight;
 - (j) Whether on a full time or part time, regular or temporary in military or police duties or fire service or other armed service or operation of any country;
 - (k) Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power;
 - (l) Strike, riot or civil commotion but it shall not apply to passive risks. Passive risk shall be deemed to mean the Eligible Person being killed or injured because he was accidentally in a place when an act of strike, riot and civil commotion occurred;
 - (m) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
 - (n) Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component;
 - (o) Eligible Person engaging or participating in sports in a professional capacity or where the Eligible Person would or could earn income or remuneration from engaging or participating in such sports;
 - (p) Eligible Person engaging or participating in any kind of speed contest or racing (other than on foot);
 - (q) Any loss caused by an Injury which is a consequence of any kind of disease; or
 - (r) General and health check-ups or any investigation not directly related to admission diagnosis, sickness or Injury, or any treatment or investigation which is not medically necessary.
 - (s) Any loss directly or indirectly arising out of, contributed to by, or resulting from any Pandemic.

2. We do not pay:
 - (a) If the Eligible Person covered under this Programme is not a Hong Kong Resident aged from six (6) months to eighty (80) years old;
 - (b) If the Accident happens outside Hong Kong;
 - (c) If the Eligible Person covered under this Programme engages in or takes part in any of the following activities:
 - (i) Deep water diving (that is diving to a depth of greater than forty (40) metres); or
 - (ii) Any sports activities at an altitude limit greater than five thousand (5,000) metres above sea level;
 - (d) For any non-essential medical treatment or any medical treatment that is not recommended by a Medical Practitioner; or
 - (e) For any accident that has occurred as a result of the participation in sports during a pandemic or epidemic where the government has mandated compulsory quarantine or where self-isolation arrangements have been breached.

3. 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.

PART 5 – GENERAL CONDITIONS

1. Claims

If any Accident resulting in Injury to the Eligible Person which may give rise to a claim, the Eligible Person must:

- (a) give written notification to Us within 30 days after the occurrence of any loss with full particulars of both the occurrence and the Injury;
- (b) Send to Us immediately any writ or summons and as soon as possible any letter, claim or other document;
- (c) notify Us immediately of any impending prosecution, inquest or fatal inquiry;
- (d) ensure that proper medical and surgical advice is obtained and followed by Eligible Person or Eligible Person's family members as soon as possible after any Accident or Injury;
- (e) at the expense of Eligible Person, or at the expense of any person representing Eligible Person, provide Us with all reports, certificates, information and other documents as We may reasonably require.

We are entitled to request

- an examination by a medical practitioner appointed by Us for a non-fatal Injury
- a post-mortem examination in the event of death

2. Payment of Benefits

- (a) Benefits payable under this Programme shall be paid to the Eligible Person (who is an adult), unless the Eligible Person directs the Company otherwise in writing in a manner as accepted by the Company. If the Eligible Person is below the age of 18, benefits payable under this Programme shall be paid to Emma by AXA mobile application's user who registered this Programme for the Eligible Person. However, if the benefits payable is for death of the Eligible Person (whether or not an adult), then the Company will pay the benefits to the estate of the Eligible Person.

- (b) Any receipt given to Us by the person indicated under paragraph 6(a) above shall be deemed a final and complete discharge of all liability of the Company.
- (c) The Company can settle any claim for eligible expenses and benefit made by the Eligible Person in any foreign currency by converting it to HKD at the exchange rate adopted by the Company from time to time.

3. Duplicate Cover

If the Eligible Person is insured with Us by more than one insurance (except all group insurance which is actually paid by any company, group or association to insure the Eligible Person) during the Period of Protection, then We will only be liable to pay for the loss up to the limit of the insurance or Programme which provides the greatest coverage.

4. Dispute

In case of any dispute arising from this Programme, Our decision shall be final and binding.

5. Alteration or Termination of this Programme

We reserve the right to alter or terminate this Programme (in whole or in part) or amend the relevant terms and conditions any time without prior notice.

6. Third Party rights

No person other than the Eligible Person and the Insurer (which includes its successors and assigns) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Programme.

PART 6 – HOW TO MAKE A CLAIM

You should

1. Check that the cause of the Injury, Accident or loss is covered.
2. Follow the conditions in this Programme.
3. Complete the claim form obtainable from the Company. Claim form can also be downloaded from Our Company website.
4. In connection with any Injury, Accident or loss which may give rise to a claim under the Programme it is most important that You tell Us and provide full details in writing within thirty (30) days after the occurrence of any loss with full particulars of both the occurrence and the Injury.

We will

1. Where necessary, arrange for someone to call as soon as possible. This person will be one of Our staff or representative appointed by Us.
2. In other cases let You know if We need any more information.

Important - Please follow these guidelines as they will assist Us in processing Your claim.

Please always state Your Programme reference and/or claim number in all communications.

Should You have any query or need further advice, please call Us on 3070 5016. Once Your claim is registered with Us, a personal Claim Handler will be appointed to assist You.

Note: All Amounts are in Hong Kong Dollars.

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