

HK Express Flight Delay Protection

BENEFIT BOOKLET

If you have any queries and need assistance, please contact HK Express Customer Connect at:

WhatsApp: (852) 3951 7229 (English, Chinese)

Wechat ID: hk-express



Or visit our Customer Care page (www.hkexpress.com/en-hk/need-help/customer-care/) for other contacts.

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Table of Contents

Section 1:	Introduction and How to Use your Benefit Booklet
Section 2:	What is Covered
Section 3:	Eligibility for Benefit
Section 4:	Geographical Coverage
Section 5:	Effective Date
Section 6:	Termination
Section 7:	Exclusions
Section 8:	Definitions
Section 9:	General Conditions
Section 10:	How to Redeem Benefit

Section 1: Introduction and How to Use Your Benefit Booklet

This is Your Benefit Booklet ("Booklet"). The cover is a complimentary benefit provided by Hong Kong Express Airways Limited ("HK Express") to You when You satisfy the eligibility requirements set out in Section 3: Eligibility for Benefit in this Booklet. You should read the Booklet carefully before You redeem Your benefit under Flight Delay Protection. It contains valuable information about:

- What is covered
- What is excluded or not covered
- Our coverage and payment rules
- How and when to redeem the benefit
- How much, and under what circumstances, we will pay
- And other information including but not limited to when benefits may change; how and when coverage stops

When reading this Booklet, please remember:

- (a) You should read this Booklet in its entirety in order to determine if you are eligible to redeem your benefit.
- (b) The headings of sections contained in this Booklet are for reference purposes only and shall not affect in any way the meaning or interpretation of particular provisions.
- (c) References to "you" or "your" throughout refer to you who is named on a Scheduled Flight itinerary with U-First Priority Service (including Flight Delay Protection) and covered under this Booklet as a HK Express' customer.
- (d) References to "we", "us" and "our" throughout refers to Hong Kong Express Airways Limited.
- (e) If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title or a defined term. If the word or phrase has a special meaning, it will either be defined in the Definitions section or defined within the particular section where it is used.

Section 2: What is Covered

In the event that the actual departure time of Your Scheduled Flight has been delayed for 90 minutes or more which exceeds the original scheduled departure time of Your Scheduled Flight.

We will provide You for each Scheduled Flight either of the following benefit ("Flight Delay Protection"):

- (a) a complimentary airport VIP lounge pass;
or
- (b) only in Scheduled Flights where (i) with original port of departure in Your booking is from Hong Kong; **and** (ii) you have a Hong Kong dollar bank account registered under your name with a bank in Hong Kong, we will provide cash benefit of HKD80 as an alternative to the complimentary airport VIP lounge pass.

Same kind of benefit option (either (a) or (b) as mentioned above) can only be chosen under the same eligible Scheduled Flight in a single booking (i.e. a unique PNR booking reference). You must select the same benefit option for all passengers in the same eligible Scheduled Flight.

The redemption of the airport VIP lounge pass (which is valid for an entry to the airport VIP lounge once), or receiving the HKD80 cash benefit (subject to above criteria), must be selected within 7 days from the date on which the departure delay occurs. The usage of airport VIP lounge pass is subject to the terms and conditions below:

- The airport VIP lounge pass is valid for up to 6 months from the date that the benefit is selected

- The airport VIP lounge pass is only applicable to designated lounges or airport dining options (please click [here](#) for the lounge/ restaurant list, and the list may be updated from time to time without prior notice), and does not include lounges in sanctioned countries
- The name on the airport VIP lounge pass must match the name on the boarding pass
- The airport VIP lounge pass can only be used once
- The airport VIP lounge pass will show the maximum number of guests for entry of lounge, additional guests beyond the stated number will not be accepted into the lounge
- The entry to the airport VIP lounge (including infant access to the lounge) is subject to the terms and conditions and capability and availability of the specific lounge

Section 3: Eligibility for Benefit

You will automatically be eligible for the benefit when You satisfy all of the following conditions:

1. You book Your Scheduled Flight via one of the following channels – HK Express Official Website, Mobile App or WeChat Mini App at least 48 hours before the scheduled departure time of the Scheduled Flight.
2. You purchase U-First for Your Scheduled Flight during your initial flight booking.
3. You must be a holder of a valid boarding pass issued by HK Express.

Section 4: Geographical Coverage

The cover will be provided after the commencement of Your journey to the departure airport and in the country/region or countries/regions that You visit during Your Trip.

Section 5: Effective Date

For any Scheduled Flight, You are eligible to the benefit from the first (1st) day of travel of Your Trip.

Section 6: Termination

Your eligibility will automatically terminate upon the departure of the Scheduled Flight (provided it is not delayed by 90 minutes or more). The cease of eligibility shall be without prejudice to, and shall not affect any of Your rights, obligations and liabilities, accrued up to the cease of eligibility.

Please note that this Flight Delay Protection is a complimentary benefit and we may cease to provide the Flight Delay Protection at any time without any liability or compensation to You. Scheduled Flights purchased prior to the cessation of the Flight Delay Protection may continue to be eligible but Scheduled Flights purchased after the cessation of the Flight Delay Protection will not be entitled to the benefit.

Section 7: Exclusions

1. The following exclusions are in addition to any exclusions specified in other section of the Benefit Booklet:-

(a) You fail to check in according to the itinerary.

(b) You book Your Scheduled Flight via channels other than HK Express Official Website, Mobile App and WeChat Mini App.

(c) You book Your Scheduled Flight less than 48 hours before the scheduled departure time of the Scheduled Flight.

(d) You add U-First for Your Scheduled Flight after the initial flight booking.

(e) You add U-First to Your Scheduled Flight before 28 November 2024.

(f) You travel on a Flight not operated by HK Express.

2. We will not pay any benefits under this Booklet if the delay is caused directly or indirectly by any of the following exclusions:

(a) Circumstantial Exclusions

- i. War, disaster, invasion, embargo, epidemic or pandemic declared by the World Health Organization, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- ii. Action taken by any government authority including confiscation, seizure, destruction and restriction.
- iii. Any nuclear reaction or contamination, ionising rays or radioactivity, or any case of force majeure.
- iv. Cyber attack and the resulting impact

(b) Circumstances known to You before purchase of Your Scheduled Flight, and which could reasonably have been expected to lead to departure delay of the Scheduled Flight.

Section 8: Definitions

In this Booklet, unless otherwise defined or the context otherwise requires, the following capitalized term shall have the meaning defined below.

TERM	MEANING
AXA	AXA GENERAL INSURANCE HONG KONG LIMITED
Flight Delay Protection	the benefit specified as such in Section 2: What is Covered.
Hong Kong SAR	Hong Kong Special Administrative Region
Home Country / Region	Any country/region to which You are granted rights of citizenship or permanent residence by the respective governmental authority and/or the country/region where You are assessed for tax purposes.
Scheduled Flight	Scheduled Flight operated by Hong Kong Express Airways Limited which corresponds to the flight details on the booking itinerary as issued by “HK Express” and is ticketed on HK Express documents
Trip(s)	The period of time spent away from Your Home Country / Region on pre-booked travel up to the maximum period of coverage. The departure Country/Region of the Trip is not necessarily Your Home Country/Region
We/Our/Us/HK Express	HONG KONG EXPRESS AIRWAYS LIMITED
You/Your	The person who is named on a Scheduled Flight itinerary with U-First service purchased and covered under this Booklet as an HK Express customer.
U-First/U-First Priority Service	The priority service purchased by HK Express’ passengers from HK Express, which provides benefits including but not limited to: priority check-in, express boarding and the Flight Delay Protection mentioned in this Booklet.

Section 9: General Conditions

(a) Compliance with Benefit Provisions

Failure to comply with any of the provisions contained in this Booklet will invalidate all claims herein.

(b) Known Circumstances or Events

The benefit provided under this Booklet is only valid if You purchase the U-First service before You become aware of any possible situations that may lead to any claim on this Booklet.

(c) Governing Law and Jurisdiction

The terms and conditions in this Booklet are subject to the exclusive jurisdiction of Hong Kong SAR and shall be governed by and interpreted in accordance with the Laws of Hong Kong SAR. Neither we nor AXA shall be liable in respect of any judgments that are delivered by or obtained from a court outside Hong Kong SAR. Furthermore, the cover under this Booklet shall not apply to a judgement or order obtained in Hong Kong for enforcement of a judgement obtained elsewhere.

(d) Sanction Clause

Neither we nor AXA shall be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose us or AXA to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

(e) Illegality Clause

If providing any cover or benefit under this Booklet would expose us or AXA to any prohibition, or restriction under any applicable laws or regulations (including but not limited to laws of Hong Kong SAR), this Booklet and its benefits shall be considered void, as if cover were never granted.

(f) Relationship between the parties

AXA, HK Express and airport VIP lounge services provider

Neither AXA or HK Express nor any of their officers, directors or employees provides any lounge services to You under the Flight Delay Protection. Rather, AXA is engaged by HK Express in making coverage and benefit decisions under this Booklet on behalf of HK Express. By accepting our benefits, You agree that making such benefit decisions does not constitute the rendering of lounge services and that the lounge services provider rendering those services are not employees or agents of AXA or HK Express. In this regard, AXA and HK Express expressly disclaim any agency relationship, actual or implied, with any lounge services provider. Neither AXA nor HK Express will assume liability for any loss or damage arising as a result of acts or omissions of any lounge services provider.

AXA and HK Express

This Booklet is a part of an arrangement where AXA (including any of its third party service providers) shall administer the Flight Delay Protection on behalf of HK Express. HK Express is the provider of the Flight Delay Protection to You as a complimentary cover and neither HK Express nor AXA is offering any insurance to You. Neither HK Express nor any person covered under this Booklet is an agent or representative of AXA, and neither shall be liable for any acts or omissions by AXA or its agents, servants or employees. Additionally, AXA will not be liable, whether in tort or contract or otherwise, for any acts or omissions of any other person or organization with which AXA have made or hereafter make arrangements for the

provision of the Flight Delay Protection. AXA is not Your agent, servant, or representative nor is AXA an agent, servant or representative of HK Express, and AXA will not be liable for any acts or omissions, or those of HK Express, its agents, servants, employees, or any person or organization with which HK Express has entered into any agreement or arrangement. By acceptance of coverage and benefit hereunder, You agree to the foregoing.

AXA and You

The Flight Delay Protection is administered by AXA (including any of its third party service providers) on behalf of HK Express. You are the covered person under the Flight Delay Protection for the benefits mentioned in this Booklet, provided that you meet the eligibility requirement. You must agree to HK Express to collect and transfer Your personal data to AXA for the purposes of administration and benefit redemption handling of the Flight Delay Protection. By acceptance of coverage and benefit hereunder, You agree to the foregoing.

Third Party Beneficiary

The terms and provisions of this Booklet shall be binding solely upon, and inure solely to the benefit of You and HK Express, and no other person shall have any rights, interest or claims hereunder or under this Booklet or under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong SAR), or be entitled to sue for breach thereof as a third-party beneficiary or otherwise.

(g) Amendment

The terms of benefits to be provided by Us may be amended by Us without Your consent or any other person. We shall notify You of any such amendment.

Section 10: How to Redeem Benefit

(a) Benefit Redemption

You can file any benefit redemption by clicking the provided link in email/SMS received. Please select either airport VIP lounge pass or cash as your preferred benefit.

For Benefit redemption enquiry, please contact HK Express Customer Connect.

(b) Redemption Expiry

Any benefit redemption must be submitted before the expiry of the link mentioned in paragraph (a) above. You have to select your benefit within 7 days upon receiving the link mentioned in paragraph (a). The usage of the airport VIP lounge pass should be within 6 months from the date on which the pass is issued.

(c) Supporting Documents and Evidence

We reserve the right to ask for supporting documents and information. Please remember to keep original supporting documents and evidence, including Your flight ticket or boarding pass, for [6] months after submission of Your benefit redemption. Please remember to keep copies of all correspondence You send to Us for Your future reference. We reserve the right to audit the original supporting documents and evidence.

(d) Benefit Delivery

We (through AXA and its third-party service provider) will pay or issue all benefits to You or, in the event of Your death, to Your estate. The airport VIP lounge pass is provided as mentioned in (b). For cash benefit, the payment shall be processed within 7 working days upon Your benefit redemption. Upon releasing the benefit agreed, We are released from Our obligations and liabilities under this Booklet.

In the event of any inconsistency between the English and other language versions of this Benefit Booklet, the English version shall prevail.