

# American Express Travel Accident Insurance Cover

Terms And Conditions  
For Platinum Cardmembers

Policy Number: NAC0000040

CHUBB®

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This Terms and Conditions contains important information about Your Covered American Express® Card complimentary insurance and should be read carefully and stored in a safe place.

The following complimentary insurance is underwritten by Chubb Insurance Hong Kong Limited, American Express International, Inc. does not act as an agent or fiduciary for you, and American Express International, Inc. may act on behalf of the insurance provider, as permitted by law.

Please familiarize Yourself with its contents and refer to it in the event of a claim situation. If You have any questions, please call the American Express Platinum Cards Service, Hong Kong on +852 2277 2233.

## Terms and Conditions

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Chubb Insurance Hong Kong Limited (hereinafter called the "Company") hereby certifies a The Platinum Cardmember who receives this Certificate (superseding 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 Master Policy which is held by American Express International, Inc. (hereinafter referred to as the "Policyholder"), and which may be inspected there.

### Covered Person:

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A person shall be a Covered Person under Policy Number NAC0000040 ('the Policy') only if:

i. He or she is

a) Basic or Supplementary Cardmember who has The Platinum Card issued by the Policyholder and billed in Hong Kong Dollars; or

b) legally married spouse or dependent child under age 23 of any Covered Person described in a) above; and

ii. His or her The Platinum Card is billed by the Policyholder in Hong Kong Dollars.

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

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A Covered Person will be fully insured for benefits under the Policy while taking a Covered Trip on a Common Carrier Conveyance only when the entire fare has been charged to his/her The Platinum Card.

### Maximum Indemnity Per Covered Person

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In the event the entire fare has been charged to duplicate or multiple American Express® Cards while the Covered Person takes a Covered Trip on a Common Carrier Conveyance, the Covered Person will be entitled 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 Cards 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 Master Policy NAC0000040 or under other American Express Travel Cover or Travel Accident Insurance Certificates wherever issued.

## Definitions

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**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 independently 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 an ankle joint; as used with reference to eye means the irrecoverable loss of entire sight of such eye; or loss of life of the Covered Person.

**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 outside of the country of domicile (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 The Platinum 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

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### Common Carrier Benefit

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The benefits specified in the Schedule of Benefits will be paid if, a Covered Person suffers Loss resulting from Injury after the entire fare has been charged to his/her Platinum Card; 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 while overseas.

### Additional Benefits

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#### 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 Platinum Card Coverage Maximum Benefit Amounts

|  | Maximum Benefit (HK\$): |
|--|-------------------------|
| Loss of Life   | 3,000,000               |
| Dismemberment:   |                         |
| Loss of both hands or both feet                          | 3,000,000               |
| Loss of one hand and one foot                            | 3,000,000               |
| Loss of entire sight of both eyes                        | 3,000,000               |
| Loss of entire sight of one eye and one hand or one foot | 3,000,000               |
| Loss of one hand or one foot                             | 1,500,000               |
| Loss of entire sight of one eye                          | 1,500,000               |

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 from an Injury 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 The Platinum 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 due to 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 due to 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:

- i. suicide or self-destruction or any attempt thereat;
- ii. war or any act of war whether declared or undeclared;
- iii. 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;
- iv. while serving as an operator or crewmember of any Common Carrier Conveyance;
- v. any illegal act by or on behalf of the Covered Person and/or his/her beneficiaries;

- vi. 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;
- vii. 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

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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.

**Payment 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:

- a. The Covered Person's spouse;
- b. His or her children, including legally adopted children;
- c. His or her parents;
- d. His or her brothers and sisters;
- e. 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

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The insurance of any Covered Person shall immediately terminate:

- i. as of the date this Policy shall terminate;
- ii. on the date that the Cardmember ceases to be a Covered Person;
- iii. as of the premium due date, if the Policyholder fails to pay the required premium for the Cardmember except as the result of inadvertent error.

## Legal Jurisdiction and Governing Law

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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.

## Rights of Third Parties

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Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy. Free Policy Examination and Cancellation Rights

## Personal Information Collection Statement

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**The Company (“We/Us”)** want to ensure that **Our Insured Persons (“You”)** are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You (“Personal Data”)**, the circumstances when **Personal Data** may be disclosed and information regarding Your rights to request access to and correction of **Personal Data**.

**(a) Purposes of Collection of Personal Data**

**We** will collect and use Personal Data for the purposes of providing competitive insurance products and services to **You**, including considering Your application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing Your and Our rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of Our respective products and services. We may also use your personal data in other ways with your consent.

**(b) Transfer of Personal Data**

**Personal Data** will be kept confidential and **We** will not sell Your **Personal Data** to any third party. We limit the disclosure of Your **Personal Data** but, subject to the provisions of any applicable law, Your Personal Data may be disclosed to:

- (i) third parties who assist **Us** to achieve the purposes set out in paragraphs a above. For example, **We** provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) Our parent and affiliated companies, or any company within Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which You accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with your consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of Your **Personal Data** outside of Hong Kong.

**(c) Access and Correction of Personal Data**

Under the **Personal Data** (Privacy) Ordinance (“PDPO”), **You** have the right to request access to and correction of **Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct Your **Personal Data** as requested by **You** unless there is an applicable exemption under the PDPO under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer  
25th Floor, Shui On Centre,  
No. 6–8 Harbour Road,  
Wanchai, Hong Kong  
O +852 3191 6222  
F +852 2519 3233  
E Privacy.HK@chubb.com

Your request to obtain access or correction will be considered within forty (40) days of Our receipt of Your request. **We** will not charge **You** for lodging a request for access to Your **Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

