



**BLUE CASHSM CREDIT CARD FROM AMERICAN EXPRESS /
AMERICAN EXPRESS[®] I.T CASHBACK CARD CARDMEMBER AGREEMENT**

HK57768.11/18

IMPORTANT Please read these Conditions carefully. If you keep or use the Card, you are agreeing to these Conditions. If you do not accept these Conditions, please destroy the Card immediately and return it to American Express International, Inc.

1. DEFINITIONS

"Account"	Any account we maintain in relation to the Card
"Supplementary Cardmember"	Individual receiving a Supplementary Card at the request of the Basic Cardmember
"American Express Group"	American Express Company and its subsidiaries and affiliates
"Basic Cardmember"	The individual in whose name the Card Account was opened
"Card"	Any credit card issued by us to operate the account including Basic and Supplementary Cards
"Charge"	A transaction made with the Card, whether or not a Record of Charge is signed and all other amounts payable under these Conditions including Express Cash, annual fee, late payment charges or other fee
"Conditions"	These conditions of use
"Merchant"	A business or organization which accepts the Card for payment
"Principal"	The total of all Charges minus all fees and charges payable under these Conditions
"We", "Our" and "Us"	American Express International, Inc.
"You", "Your", and "Cardmember"	The individual named on the enclosed Card
"Notice"	Amex's Notice to Customers relating to the Personal Data (Privacy) Ordinance

2. USE OF THE CARD

- (1) You must sign the Card immediately, and only use the Card in accordance with these Conditions and within the validity dates on its face.
- (2) The Card is for your use only. You must not give the Card or your Account number to others or allow anyone else to use the Card for Charges, identification or any other purpose. If you do, you will be liable for all Charges incurred on the Card as a result.
- (3) You must not return any goods, tickets or services obtained with the Card for a cash refund. The Merchant may agree to issue a credit to your Card Account.
- (4) Only use the Card if you honestly expect to be able to pay your Account in full on receipt of your monthly statement.
- (5) You must only use the Card for genuine purchases of goods or services and not for any illegal or improper purposes, as may be determined by us in our discretion. This means, by way of example only and without limitation, that you cannot use the Card to purchase anything from a merchant that you or any third party related to you has any ownership interest in for cash flow purposes, or to conduct any illegal gambling transactions. If we believe that any illegal or improper use has occurred, we have the right to refuse the request for authorization of the Charge.

3. CREDIT LIMIT

The Card Carrier enclosing the Card shows the credit limit that is applicable to your Card ("Credit Limit"). You must not exceed the Credit Limit. If your outstanding balance exceeds the Credit Limit, an overlimit charge will be debited to the Card account on the Statement Date. You may apply for a review of the Credit Limit at any time. We may reduce your Credit Limit at any time in our sole discretion with or without prior notice to you, depending on the particular circumstances. We may reduce your Credit Limit without notice based on a reasonable assessment of the credit risks of the Card Account, including but not limited to your payment record and information available to us from credit reference agencies or any material adverse change to your personal circumstances.

4. LIABILITY FOR CHARGES

Your liability for Charges made with the Card bearing your name is as follows :

<i>If you are....</i>	<i>You are liable for....</i>
Basic Cardmember	All Charges on any Card issued to you or any Supplementary Cardmember.
Supplementary Cardmember	All Charges on any Supplementary Card issued to you.

5. STATEMENT

We will send statements to the Basic Cardmember. The statement will include details of Charges (including Express Cash and Fees), Finance Charges, Statement Date, Previous Balance, Credits, Current Balance, Credit Limit, Credit Limit Available at Statement Date, Payment Due Date and Minimum Payment.

6. FEES AND FINANCE CHARGES

- (1) The Card Fees and Charges Schedule accompanying these Conditions show all the fees and Annual Finance Charge Rates applicable to your Card. We may change the fees and Finance Charge Rates by giving you up to 60 days' prior notice, in accordance with the applicable laws.
- (2) The annual fee is payable in respect of the benefits and privileges (excluding any credit facility) offered to you in connection with your Card.
- (3) Finance Charges are not payable on Charges, other than Express Cash and Balance Transfers, if you pay the outstanding balance in full by the Payment due date each month.
- (4) If you do not make payment in accordance with clause 6 (3) above, Finance Charges will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full; and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.

(5) Finance Charges are calculated by multiplying:

(i) the daily balance of Charges (including new Charges) on which Finance Charges are payable; by

(ii) the daily percentage Finance Charge rate, to get the daily Finance Charge amount, and then adding up the daily Finance Charge amounts for the applicable statement period.

(6) Finance Charges are debited to your Credit Card Account on the last date of each statement period and are shown on your statement.

(7) Express Cash will be subject to a handling fee. In addition, Finance Charges at the prevailing Annual Finance Charge Rate for your Account will be charged on a daily basis on your Express Cash outstanding balance from the date of the advance until you repay it to your account in full.

7. MINIMUM PAYMENT

You must pay the Minimum Payment shown in each monthly statement by the due date shown on that statement. The Minimum Payment is calculated as the highest of the following three amounts:

(i) 1.5% of outstanding Principal plus 100% of Finance Charges, interest, fees (including annual membership fee) and all other applicable charges; or

(ii) 4% of your outstanding balance; or

(iii) HK\$220,

plus any overdue minimum payments and any amount exceeding your credit limit. You can also pay us anything up to your outstanding balance at any time.

8. LATE PAYMENT CHARGES

If we do not receive payment of the Minimum Payment shown on the monthly statement by the Payment Due Date, then your account will be subject to Late Payment Charges.

Any Late Payment Charge will be debited to the Card Account on the following statement date.

9. PAYMENTS

(1) You must pay us in the currency in which we bill you. When applying your Minimum Payments, you agree that we may apply it in whichever order we determine in our discretion. For payments in excess of your Minimum Payment, we apply it first to the balance with the highest Finance Charge, and then to balances with lower Finance Charges in descending order.

(2) If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions.

(3) Please send payments for your Credit Card Account separately from payments for any other American Express Card Account, otherwise we will have discretion to apply payments to either account or between the accounts.

Note: As some payment methods may require more processing time, we encourage you to pay your bills early to avoid incurring late fee and interest charges. Different payment channels have different cut-off times and the cut-off time is at the discretion of each such payment channel. Please ensure that American Express receives your payment before payment due date to avoid incurring late fee and interest charges.

10. DEFAULT

We may consider your Card Account to be in default if you fail to pay us any payment when it is due, if you attempt to exceed your Credit Limit, or if you breach any obligation under these Conditions. Upon default, we reserve the right at any time and without prior notice to (i) revise the Credit Limit Available; (ii) declare the entire amount of your obligations to us immediately due and payable (including transactions not yet debited to your account); and (iii) suspend or cancel your Credit Card Account privileges.

11. LOST, STOLEN OR MISUSED CARD

(1) You must notify us at once if the Credit Card is lost or stolen or if a renewal Credit Card has not been received or if you suspect that the Credit Card is being used by someone else.

(2) You will not be liable for any unauthorised Charges made after we receive notice, and your maximum liability for unauthorised Charges prior to notifying us shall be HK\$250, provided that you have not been involved in or benefited from misuse of the Credit Card. A replacement card fee may be charged to replace any lost or stolen Card.

12. ENFORCEMENT EXPENSES

We may take such action as we consider necessary to recover overdue amounts including use of a third party collection agency. You will reimburse us for reasonable costs including reasonable legal fees.

13. FOREIGN CURRENCY CHARGES

If you make a Charge that is submitted to us in a currency other than Hong Kong Dollars, or if we receive a refund in a foreign currency, that Charge or refund will be converted into Hong Kong Dollars. The conversion will take place on the date the Charge or refund is processed by American Express, which may not be the same date on which you made your Charge or refund as it depends on when the Charge or refund was submitted to American Express. This means that the exchange rate used may differ from the rate that is in effect on the date of the Charge or refund. Exchange rate fluctuations can be significant. If the Charge or refund is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge or refund amount into U.S. Dollars and then by converting the U.S. Dollar amount into Hong Kong Dollars.

If the Charge or refund is in U.S. Dollars, it will be converted directly into Hong Kong Dollars. Unless a specific rate is either required by applicable law or is used as a matter of local custom or convention in the territory where the Charge or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 2%. We call this conversion rate the 'American Express Exchange Rate'. The American Express Exchange Rate is set each business day. Changes in the rate will be applied immediately and without notice to you. You can find our rates by calling us at the number on the back of your Card. You may sometimes be offered the option to settle foreign currency Charges in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not American Express. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the Charges are entered into since settling foreign currency Charges in Hong Kong dollars may involve a cost higher than the conversion commission. Since a Charge converted via the merchant or other third party, will be submitted to us in Hong Kong Dollars, we will not apply a conversion commission.

The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because: (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge; and (ii) any currency conversion commission charged on the original purchase is not refunded. However, we do not charge an additional currency conversion commission on the refunded amount.

14. DISHONoured PAYMENTS

If any cheque, direct debit or other payment instrument from or for you is not honoured in full, you agree to pay us the dishonoured amount and we may charge you an administration fee.

15. PROBLEMS WITH BILLS OR PURCHASES

- (1) You are responsible for confirming the correctness of your monthly statement. If you dispute a Charge, you must notify us no later than 60 days from the statement date otherwise we shall regard the statement as conclusive. We will take reasonable steps to assist you to resolve disputed Charges by providing information about the disputed Charge. If we agree to give you a temporary credit for a disputed amount, you must pay us for all other Charges.
- (2) Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.
- (3) If a Merchant issues a credit for a Charge, we will credit the amount to your Account on receipt.

16. RENEWAL / REPLACEMENT CARDS

- (1) We shall issue you with a renewal Card when the current Card expires. You agree to pay the annual Card fee (if any) when we bill you, unless you notify us within 30 days of the billing date that you wish to cancel the Card.
- (2) We reserve the right to replace the Card in the event the Card as a product line is discontinued for any reason whatsoever with another card issued by us at our discretion.

17. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS

- (1) You must comply with exchange control, tax and any other laws which apply to your use of the Card.
- (2) You must pay any government tax, duty or other charge imposed by law in respect of the Card, your use of it or any amount debited or credited to your Account. We may charge to your Account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance.

18. YOUR PERSONAL INFORMATION

- (1) In this section, and elsewhere in these Conditions, "Amex" means American Express International, Inc., Hong Kong Branch.
- (2) A copy of the Notice has been provided to you and is also available at www.americanexpress.com.hk (please click on the "Notice to Customers relating to the Personal Data (Privacy) Ordinance" hyperlink available at the bottom of the page). The Notice explains how Amex will handle your personal information. It sets out the purposes for which your personal information will be used, to whom your personal information may be disclosed, summarises your rights under the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (including your right to opt-out from the use of your personal information for direct marketing purposes) and gives details of an Amex officer to contact about your personal information. Your personal information is important. You should read the Notice carefully to ensure you understand your rights and how Amex will use your personal information. You should also read the declarations contained in the application form before applying for a Card and, if you do not want to receive direct marketing, make the appropriate selection(s) to opt-out.
- (3) Without prejudice to paragraph (2) above, if you are an American Express I.T Cashback Cardmember, we would like to disclose information about your account to i.t Apparels Limited, its subsidiaries and other associated companies (collectively, "I.T") for the purposes of providing you with your Cardmember benefits and supplying you with information and updates about their services and products from time to time.
- (4) You are entitled at any time to request access to information we hold about you or your Account and to update and correct such information. We may impose a modest charge to cover the costs of complying with access requests. Requests should be made in writing to the Amex Data Protection Officer, 18/F, Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong. Please refer to the Notice for more details.
- (5) By applying for a Card, you will be agreeing to Amex's use of your personal information in accordance with the terms in the application form, these Conditions and the Notice, subject to your specific selections in the form.

19. CONTACTLESS PAYMENTS

Cards issued on your Account may be equipped to enable contactless payments. Contactless payments enable you to make transactions simply by holding your Card against a card reader without having the Card swiped or imprinted, up to the limits set by us. Please ensure your card is kept securely. We may deactivate contactless payments at any time.

20. EXPRESS CASH

You cannot use the Card to obtain cash from Automated Teller Machines unless you are enrolled in our Express Cash Programs covering these facilities. This Express Cash Program is governed by separate terms and conditions.

21. RECURRING PAYMENTS AND CARD NOT PRESENT CHARGES

- (a) If you use the Card to buy goods or services requiring regular or installment payments under any installment plan offered by us (which is governed by a separate agreement), such as insurance premiums, you give us permission to make payments to the Merchant for you when due ("Recurring Payments"). It is your responsibility to inform Merchants of any changes to your Card (such as Card number and expiry date) or Account used for Recurring Payments, and you should do so promptly to avoid any disruption of Recurring Payments and the provision of goods or services by the Merchant. You authorize us to continue the Recurring Payments and agree to be responsible for all Recurring Payments (including but not limited to those charged to a Card that has been replaced) until the Merchant stops charging the Recurring Payments to your Card or your Card Account is cancelled. If your Card Account is cancelled because you transfer to a different Card type, we may continue to process your Recurring Payments for a period of 60 days after cancellation. We are not liable for any loss, expenses, delays, neglect or omission in the processing of your Recurring Payments or for any unsuccessful payment.
- (b) Card Not Present Charges. You may authorise a merchant to charge a transaction to your account without presenting your Card ("Card Not Present Charges"). In certain circumstances merchants may retain your Card information in order to facilitate processing of future Card Not Present Charges. In the case of a replacement or renewal Card, it is your responsibility to contact the merchant and provide replacement Card information. In order to avoid potential disruption of these Card Not Present Charges, we may continue to process Card Not Present Charges made by you on a Card which has been replaced or renewed. If your Card is cancelled because you transfer to a different Card type, we may continue to process your Card Not Present Charges for a period of 60 days after cancellation.

22. AUTHORISATION & SUSPENSION

We may refuse any request for authorisation of any Charge without giving notice to you. We may suspend your right to use the Card at any time without notice. We may, at our discretion, restore your use of the Card on conditions determined by us.

23. CANCELLATION

- (1) The Card remains our property. This means you must give the Card back if we ask you to do so at any time, for any reason. A Merchant or any other party we nominate may collect the Card on our behalf.
- (2) If we cancel the Card without cause we will refund a portion of the annual fee (if any). If the Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once.
- (3) If you cancel the Card, we will refund the annual fee if you notify us of your intention to do so within 30 days of the date of the statement on which the annual fee appears. For cancellations after this 30-day period, the annual fee is non-refundable.
- (4) You may cancel the card issued to you at any time, and the Basic Cardmember can cancel a Supplementary Card at any time, by notifying us and destroying or returning the Card to us. The Basic Cardmember will be responsible for any charges incurred on the Supplementary Card until the Card is destroyed or returned to us. American Express shall not be responsible for resolving private disputes between the Basic and Supplementary Cardmembers.
- (5) Upon cancellation all outstanding amounts on your Account are payable immediately. Your Account will be closed when you return all Cards and you have paid off all the amounts you owe.

24. OUR LIABILITY

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

25. INSURANCE INTERMEDIARY

We identify insurance providers and products that may be of interest to you. In this role we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity outside of the country may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

26. INTEREST-FREE INSTALMENT PROGRAM

- (1) From time to time, we may offer an instalment program ("Instalment Program"), which allows eligible Cardmembers to elect to settle a Charge at certain Merchants in Hong Kong by deferred payment by completing an Instalment Program Record of Charge ("ROC"). The Instalment Program is only available if the Charge is HK\$2,000 or more and may only be used at participating Merchants.
- (2) The total amount of the Charge will be billed to the Cardmember in equal monthly instalments during the period of deferment selected by the Cardmember on the Instalment Program ROC, the first such instalment falling on the first statement following the date on which the Cardmember incurs the Charge. Your Credit Limit will be reduced by the total amount of the Charge upon the Instalment Program being approved by American Express and will be restored as and to the extent each instalment amount is paid to American Express.
- (3) You can pay the entire unpaid amount under the Instalment Program at any time, and you must tell us by calling us. We will then show the entire unpaid amount under the Instalment Program as payable on your next monthly statement. If you do not inform us that you wish to prepay, we will record the payment as a credit on your Card Account and accordingly, this credit will not reduce the balance of the outstanding amount under the Instalment Program or future instalments.
- (4) Any unpaid amounts under the Instalment Program shall become payable immediately, upon the cancellation or revocation of your Card or the Instalment Program.
- (5) Notwithstanding anything to the contrary elsewhere in these Conditions, any dispute or complaint of a Charge made under an Instalment Program must be raised directly with the relevant Merchant. Notwithstanding any current or future claim a Cardmember may have against a Merchant, all amounts payable to American Express under the Instalment Program shall continue to remain payable.

27. CHANGING THESE CONDITIONS AND THE NOTICE

- (1) We may vary these Conditions and the Notice at any time by giving you up to 60 days' prior notice, in accordance with the applicable laws.
- (2) We will assume you agree to the change if you keep or use the Card after notification.
- (3) If you do not accept any change to these Conditions or the Notice you must cancel the Card by notifying us and destroying it or returning it to us. We will then refund a pro-rata portion of the annual fee (if any).
- (4) You will still be liable for all Charges incurred before the Card is returned or destroyed.
- (5) No waiver or amendment of these Conditions or the Notice is valid unless we have agreed to it in writing.

28. NOTICES

- (1) We will send any billing statement or notice to your stated billing address.
- (2) If you agree, we may deliver statements or notices to you electronically.
- (3) You must notify us immediately if your name or billing address or electronic mail address changes.
- (4) We may charge a supplementary annual account fee for billing addresses outside the country in which the Card was issued to you.

29. GENERAL

- (1) We may charge an administrative fee if you request a duplicate statement or Record of Charge.
- (2) Details of fees, late payment and other expenses applicable at the date of printing these Conditions and which we may apply to your Account are contained in the separate notice "Fee Schedule" supplied with these Conditions. We reserve the right to amend and update such fees, charges and expenses from time to time and we will provide you with up to 60 days' prior notice, in accordance with the applicable laws.
- (3) We may assign our rights and obligations under these Conditions and the Notice at any time without your consent.
- (4) If at any time any of the Conditions is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining Conditions shall not be affected.
- (5) The laws of Hong Kong govern these Conditions and the Notice. If there is any difference between the English language text of these Conditions and the Notice and the Chinese language text, for all purposes the English language text shall be final and conclusive.

CASHBACK TERMS AND CONDITIONS

WHAT IS THIS DOCUMENT?

These Terms and Conditions govern the Cashback program associated with your Blue CashSM Credit Card from American Express / American Express[®] I.T Cashback Card Account (Account). When you accept the agreement for your Account or continue to use your Account, you agree to be bound by these terms. These Terms and Conditions replace any previous versions you have received relating to the Cashback program.

EARNING CASHBACK

You will earn Cashback at the rate of 1.2% for purchases of goods and services on your Account, subject to the other Terms and Conditions set out below and any promotional offer we make. The Cashback is calculated on the value of each purchase multiplied by the Cashback rate. The final Cashback amount for each purchase will be rounded off to the first two decimal places.

For example, if you make a purchase of \$125.50 – Cashback earned is \$1.51 ($1.2\% \times \$125.50 = \1.506 , when rounded off to the nearest cent is \$1.51).

If you make a purchase of \$125.35 – Cashback earned is \$1.50 ($1.2\% \times \$125.35 = \1.5042 , when rounded off to the nearest cent is \$1.50).

We reserve the right to retract, deduct and/or re-compute any Cashback amount in cases where we determine that you have committed a fraud or other serious abuse of the Cashback program.

PAYING CASHBACK

Cashback will be paid to you by crediting your Account and included in your monthly statement. Purchases that were charged to your Credit Card but have yet to be posted to your Account will not be taken into account for purposes of Cashback computation for such month but will however be taken into account for Cashback computation in the following month when the purchases have been posted to your Account. We will only credit your Account if it is in good standing and not overdue. Cashback is not redeemable for cash (including through a credit balance refund) or a credit to your Account, except as set out in these Terms and Conditions. The payment of Cashback does not count towards the payment of your minimum amount on your Account. Cashback earned by Supplementary Credit Cardmembers (and any negative adjustments) will automatically accrue to the Basic Credit Cardmember's Account.

TRANSACTIONS THAT DO NOT EARN CASHBACK

No Cashback will be earned in respect of the following transactions:

- (i) Charges processed and billed prior to the Enrollment Date
- (ii) American Express Card annual fee
- (iii) Balance transfer
- (iv) Express Cash and other cash services charges
- (v) American Express Travelers Cheque purchases
- (vi) American Express Gift Cheque or Travel Gift Certificate purchases
- (vii) Charges for dishonored cheques
- (viii) Finance charges
- (ix) Late payment and referral charges
- (x) Tax refunds from overseas purchases
- (xi) Tax Bill payment
- (xii) Any utility gas and electricity payment on Cardmembers' Card Accounts and Linked Accounts.

A negative adjustment will be made to your Cashback balance if there are any credits posted to your Account including those arising from returned goods or services or from billing disputes calculated in the same way as you earn Cashback.

LOSING YOUR CASHBACK

You will stop earning and receiving Cashback rebates if your Account is not in good standing and is overdue. You will start earning Cashback again when payments to your Account are up to date.

CANCELLATION OF ACCOUNT

If your Account is cancelled you will lose the Cashback that has been earned but not yet been applied to your Account as a monthly credit.

CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions, including the rate at which you earn Cashback. We will give you up to 60 days' notice, in accordance with the applicable laws.

ENDING THESE TERMS AND CONDITIONS

We may end these Terms and Conditions if we cancel or end your Account in accordance with the Account agreement.

We may also end these Terms and Conditions by giving you up to 60 days' notice, in accordance with applicable law. This would include changing your Account to a different product in accordance with the Account agreement or replacing these Terms and Conditions with a new set of Terms and Conditions that covers different benefits.

LANGUAGE AND GOVERNING LAW

These Terms and Conditions and all dealings between us are governed by the laws of Hong Kong and the courts of Hong Kong will have non-exclusive jurisdiction over us and you.

TAXES, DUTIES AND EXCHANGE CONTROL

You must pay any government tax, duty or other amount imposed by law in any country in respect of these Terms and Conditions and any Cashback paid to you.

“45DAYS COVER” TERMS AND CONDITIONS

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 45DAYS COVER 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 45DAYS COVER Hotline on (852) 2277 1090.

Policy Number: NAC0000038

Terms and Conditions

These Terms and Conditions set out important information about the 45DAYS COVER for purchased personal property for Eligible Cardmembers. They explain the nature of the arrangement and its relevant benefits and risks.

American Express International, Inc. of 18/F Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong (‘AEII’) holds a Master Policy Number [NAC0000038] (‘Master Policy’) with the Insurer Chubb Insurance Hong Kong Limited of 25/F Shui On Centre, No. 6-8 Harbour Road, Wanchai, Hong Kong (‘Chubb’).

Under the Master Policy, You get automatic access to the benefits detailed in these Terms and Conditions (subject to the relevant terms and conditions specified) provided by Chubb as the Insurer. You are not charged by Chubb for these benefits and can access the benefits if You are an Eligible Cardmember.

AEII is not the insurer, does not guarantee or hold this right on trust for You and does not act as agent of Chubb. AEII is not authorised to provide any advice, recommendations or opinions about this insurance to Eligible Cardmembers on behalf of Chubb. No advice is provided by Chubb on whether this insurance is suitable for Your needs, financial situation or objectives. Before deciding, You should read these Terms and Conditions carefully and contact Chubb if assistance is required.

There is no obligation to accept any of the benefits of this cover. However, if You wish to make a claim under the cover provided in the Terms and Conditions, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this documents. Please read this document carefully and store it in a safe place.

Please keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and credit card account statement showing any purchases made.

Part I – Definitions

Eligible Cardmembers:

A person shall be an Eligible Cardmember under the Master Policy only if he or she is a holder of a valid Covered American Express Card.

Covered American Express Card:

“Covered American Express Card” means a valid Blue CashSM Credit Card from American Express and American Express[®] I.T Cashback Card issued and billed from Hong Kong in Hong Kong Dollar (HK\$), save and except for the following:

- American Express Network Cards issued by other banks / financial institutions.

Master Policy Year:

“Master Policy Year” means each calendar year from April 1 to March 31.

Personal Property:

“Personal Property” means items purchased by an Eligible Cardmember and paid for by a Covered American Express Card.

Personal Property does not include the following type / categories of purchases:

- Cash or its equivalent, travellers cheques, tickets and any other negotiable instruments (e.g. promissory notes, stamps)
- Perishables, consumables, living creatures and plants
- Jewellery and precious stones
- One of a kind or collectors’ items such as antiques, artwork, furs, rare and precious coins, etc.
- Mechanically propelled vehicle or marine craft or airplane
- Compact Discs (CDs), Digital Video Discs (DVDs), audio and video tapes, computer software
- Mobile / cellular phones (including PDA phones), Blackberry
- Formal wear, including but not limited to evening gowns, wedding gowns, and tuxedos
- All items which were purchased on the internet and/or through online bidding
- All items which were purchased at second hand shops or trade-in outlets
- For all items which are covered by any valid insurance (regardless of whether that other insurance is stated to be primary, contributory, excess, contingent or otherwise), Chubb, subject to all of its terms and conditions, will not liable for any loss in whole or in part.

Part II – “45DAYS COVER - Benefits & Exclusions

The terms of cover set out below describe the benefits provided to you as an Eligible Cardmember (‘You/ Your’) pursuant to the Master Policy and the terms and conditions which apply.

Termination:

Cover will terminate at the earlier of the following:

- (i) When Your Covered American Express Card account is closed for any reason whatsoever;
- (ii) When You die;
- (iii) On termination of the Master Policy, as mutually agreed by AEII & Chubb.

The Cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time.

The Cover:

Subject to the terms, conditions and exclusions of this Master Policy, You will be reimbursed by Chubb for theft of or damage to Personal Property purchased with Your Covered American Express Card, provided that such theft or damage must occur within forty-five (45) days from the date on which the Personal Property is purchased.

Special Condition:

Where the loss or damage to the Personal Property is caused by theft, You must also make a report of theft to the local police within forty-eight (48) hours after the occurrence of the theft. Failure to provide the police report will result in denial of the claim.

Exclusions:

Chubb will not pay for any loss of or damage to Personal Property or any consequential loss, caused by or arising from any one of the following circumstances:

- Theft of or damage to items where You have failed to take sufficient care of them or have left them unsecured or outside Your reach;
- Theft from any unattended vehicle unless criminal force was applied to gain access to the stolen purchases (e.g. breaking of locks) ;
- Faulty or defective design, material or workmanship ;
- Wear and tear however manifested (including but not limited to leakage; shrinkage, evaporation, loss of weight, contamination etc.) and/or regardless of the underlying cause (including but not limited to rust, mildew, corruption by insects or vermin) ;
- Any process of cleaning, drying, bleaching, dyeing, repairing, servicing, renovation and/or restoration, regardless of whether instructions for care of the product issued by the manufacturer or vendor (if any) was followed ;
- Seizure, confiscation or detention of the purchases by any customs official or government authority wheresoever situate, regardless of whether such seizure, confiscation and/or detention is lawful and/or permanent ;
- Transportation of the purchases by any means, whether by air, land or sea, whether within Hong Kong SAR or countries / regions outside Hong Kong SAR, unless the item is carried by You personally at all times in the course of transit ;
- Natural disasters such as floods, tsunamis, typhoons, tornadoes, earthquakes, volcanic eruptions, etc ;
- Any consequence of war (whether declared or not), invasion, military hostilities, civil war, coups, revolution, insurrection, regardless of the outcome and/or legality of such activities ;
- Any act(s) of terrorism ;
- Any damage caused by or contributed to by the use of nuclear, chemical and/or biological weapons, regardless of the cause(s) for which such weapons may be deployed, the party / person(s) deploying them, and/or the legality of any such deployment ;
- Pressure at variance to that normally experience on ground/surface level of the planet, i.e. atmospheric pressure (e.g. higher pressure experienced whilst diving underwater; or created by air travel at high speeds; lower pressure experienced on mountain tops) ;
- Radioactivity or radiation of any wavelengths, including but not limited to nuclear processes such as nuclear fission for the production of nuclear energy ;
- Any mechanical or electrical breakdown ;
- Participation by You in any unlawful activities, whether such activities are unlawful under the laws of Hong Kong SAR and/or the laws of the foreign location whether the act(s) in question took place ;
- Consequential loss arising from the loss or damage of the purchased items, including but not limited to loss of use and enjoyment.

The abovementioned causes / circumstances need not be the sole or main cause of the loss or damage in question; it is sufficient if any one of such causes / circumstances was one of the contributory factors to the loss or damage for a claim to be excluded from this benefit.

Part III – Maximum Liability

1. Limits of Reimbursement

(a) Limits of Reimbursement for the following Covered American Express Cards:

- Blue CashSM Credit Card from American Express
- American Express[®] I.T Cashback Card

Summary of maximum liability:

Type of Covered American Express Card	Maximum per incident	Deductible per incident	Maximum number of incidents per Master Policy Year
(a) • Blue Cash SM Credit Card from American Express • American Express [®] I.T Cashback Card	HK\$30,000 (in total for all items in any one incident)	HK\$500	3

Maximum payment per Master Policy Year is HK\$ 90,000.

2. Maximum payment for each item

The maximum amount that Chubb will pay You for each item is subject to the following:

- (i) The maximum claimable amount shall not exceed the actual purchase price shown on the invoice and the billing statement of Your Covered American Express Card.
- (ii) For items purchased by instalment, the maximum claimable amount will be prorated based upon the percentage the paid instalments bear to the full purchase price.
- (iii) For items which are sold in a pair or set, the maximum claimable amount is for the part of the pair or set which has been lost or damaged, without reference to any special value that such part(s) may have as forming part of a pair or set.

Part IV – Claims and General Conditions

1. Reimbursement Method & Limit

Chubb will, at its absolute discretion:

- (i) replace the lost or damaged Personal Property;
- (ii) repair or restore the Personal Property to the condition it was in prior to the event causing the loss or damage; or
- (iii) rebuild the lost or damaged Personal Property, up to the maximum amount per item and per Master Policy Year as stated in Part III, Section 1 a) above, after the reduction of the applicable deductible per item and subject to the conditions as stated in Part III, Section 2.

2. Claims Procedure

(a) Notification of Claim

Upon the occurrence of an event giving rise to a potential claim under this Master Policy, You must as soon as possible but in any case within forty-five (45) days of the occurrence of the event, notify the AEII/Chubb of the potential claim by one of the following means :

- (i) either call the 45DAYS COVER Hotline at (852) 2277 1090 ; or
- (ii) notify Chubb Insurance Limited in writing at the following address :
Customer Service Department
Chubb Insurance Limited,
25/F, Shui On Centre, No. 6-8 Harbour Road, Wanchai, Hong Kong. (Fax No.: (852) 2560 3565)

(b) Required claims documentation

In making a claim, You will need to provide:

- (i) the original invoice of the lost or damaged Personal Property ; and
- (ii) the billing statement of Your Covered American Express Card which shows the purchase transaction of the lost or damaged Personal Property ; and
- (iii) police report if the loss or damage of the Personal Property was caused by theft ;
- (iv) photo of the damaged Personal Property.

These are some of the required documents for claims validation. Chubb reserves the right to request that You provide any other information or documentation not specified above, if deemed necessary.

(c) Claims Procedure

Once You have notified the claim to Chubb, the following claims procedure will apply:

- (i) American Express/Chubb will send You a Claim Form within two (2) working days after receiving the notification of claim from You.
- (ii) You then need to complete and sign the Claim Form and send it, together with the required claims documents and mail to:
Claims Department Chubb Insurance Hong Kong Limited,
25th Floor, Shui On Centre,
No. 6-8 Harbour Road,
Wanchai, Hong Kong.

(d) Verification of Claim

- (i) You agree to co-operate fully with Chubb in the verification, assessment, valuation and/or validation of Your claim, including but not limited to providing all particulars, evidence and documents, and/or to do all such acts as Chubb may reasonably require. Any documents or evidence required by Chubb to verify the claim shall be provided by You at Your own expense.
- (ii) Upon request by Chubb, You shall, at Your own expense, send the damaged item(s) to an address designated by Chubb.

(e) Conduct of the Claim

- (i) You must not admit, deny or negotiate any claim in relation to the purchase, loss and/or damage of the item(s) concerned without obtaining prior written consent from Chubb.
- (ii) Any writ, summons or other legal document relating to the purchase, loss and/or damage of the item(s) served on You if You have lodged a reimbursement claim under this benefit with Chubb in respect of the same item(s) must be forwarded to Chubb immediately. You must not acknowledge service or receipt of such legal documents.
- (iii) A breach of this condition in Part IV, Section 2 e) "Conduct of Claim", shall entitle Chubb to reject absolutely all and any reimbursement claim(s) made by You under this benefit in relation to the relevant item(s).

(f) False Claims

- (i) Chubb reserves the right to reject any claim if any aspect of Your report of loss/damage is false, calculated to mislead, and/or otherwise inaccurate.
- (ii) If Chubb has, in reliance on the false, misleading or otherwise inaccurate information received, paid any monies to You under this benefit, You shall return all such monies received. This is without prejudice to any other rights and remedies which Chubb may have against You at law or equity.

3. Transfer of Rights

By accepting the claims payment by Chubb, You assign to Chubb absolutely and irrevocably:

- (i) all rights in relation to the Personal Property, including but not limited to the right to possess any damaged Personal Property or stolen Personal Property recovered; and
- (ii) all and any claim(s) You may have against a third party in respect of the damage or theft.

You must give Chubb all such assistance as may reasonably be requested for Chubb to perfect and secure its rights and remedies and at Chubb's request shall execute all documents necessary to enable Chubb to sue in Your name. Any recovery or salvage shall be the exclusive Personal Property of Chubb.

4. Privacy Statement

You understand and agree that the Personal Data collected or held by Chubb in relation to claims brought by You may be used by Chubb or disclosed to any individual or organization within or outside Hong Kong for the following purposes:

- (1) to assess and process Your claim;
- (2) to provide insurance and customer services;
- (3) to conduct insurance claims or analysis.

5. Jurisdiction

This Master Policy shall be governed and construed in accordance with the laws of Hong Kong. Any dispute under this Master Policy shall be settled in accordance with the laws of Hong Kong.

Chubb Personal Information Collection Statement

Chubb ("We/Us") wants 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, establish and administer alliances and other arrangements with other organisations in relation to the 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 the Chubb Group local and overseas;
- (iii) the insurance intermediary through which You accessed the system;
- (iv) 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
Tel: (852) 3191 6222
Fax: (852) 2519 3233
E-mail: 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.

The English version of this Notice shall prevail whenever there is a discrepancy between the English and Chinese versions.

