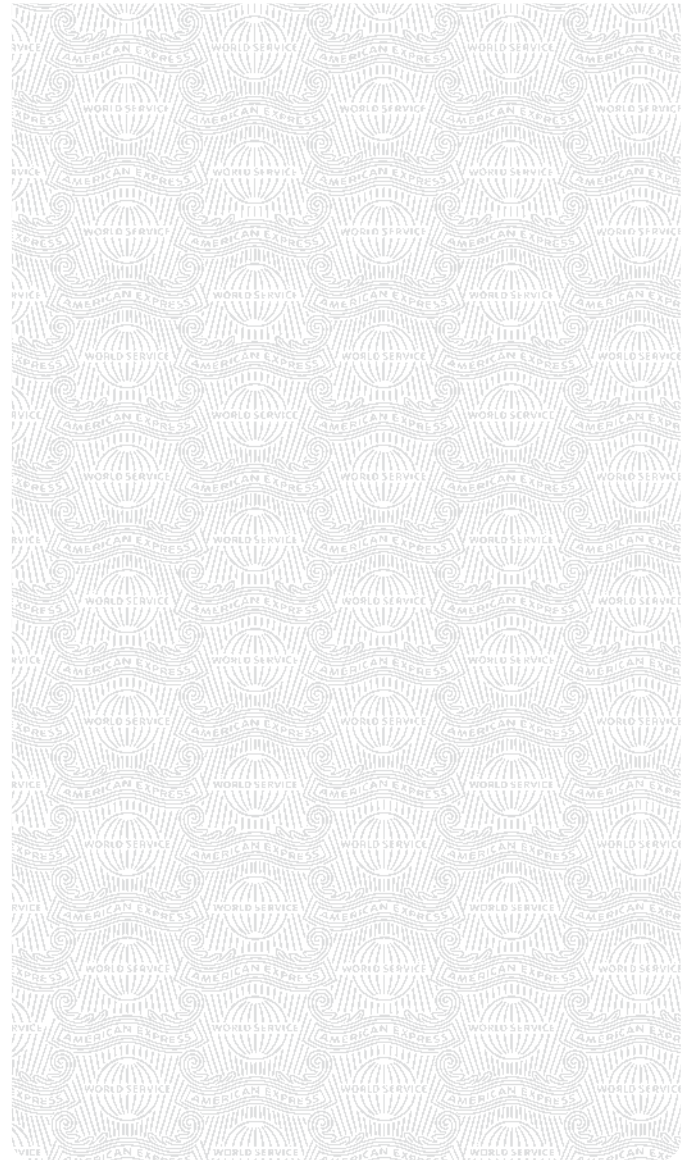


美國運通信用卡會員協議  
AMERICAN EXPRESS® CREDIT CARD  
CARDMEMBER AGREEMENT



HK677883B (06/22)



**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, whether a basic or supplementary card and including a Co Brand 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

"Co Brand Card"

Any Card issued by us in co-operation with a Co Brand Partner

"Co Brand Partner"

The company whose name and/or logo appears on any Co Branded Card

"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

- (1) 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>
<b>Basic Cardmember</b>	All Charges on any Card issued to you or any Supplementary Cardmember.
<b>Supplementary Cardmember</b>	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) We reserve the right to vary your Annualised Percentage Rate for Retail Purchase and Cash Advance upon reviewing your Account and repayment history from time to time. The Card Fees and Charges Schedule accompanying these Conditions show 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\$300,

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. DISHONOURD 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](http://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) 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, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong. Please refer to the Notice for more details.

- (4) 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

Eligibility is subject to our internal criteria for approval, eligible Cardmembers will be informed of their eligibility and the Personal Identification Number (PIN) assigned to the Cardmember's Account together with the applicable cash access limit(s). This Express Cash Program is governed by separate terms and conditions, please visit [www.americanexpress.com/hk/en/express-cash](http://www.americanexpress.com/hk/en/express-cash) for details.

## 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.

American Express International, Inc. (Effective August, 2022)

## AMERICAN EXPRESS PLATINUM CREDIT CARD TRAVEL INSURANCE

Chubb Insurance Hong Kong Limited (hereinafter called the "Company") hereby certifies an American Express Platinum Credit Cardmember who receives this Certificate (superceding 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.

Policy Number for American Express® Platinum Credit Card: NAC0000025

Policyholder: American Express International, Inc., Hong Kong

Covered Person:

A person shall be a Covered Person under Policy Number NAC0000025 ('the Policy') only if:

- i. He or she is the
  - a) Basic or Supplementary Cardmember who has an American Express Platinum Credit 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 American Express Platinum Credit 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

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 American Express Platinum Credit Card.

### A) TRAVEL ACCIDENT INSURANCE COVER:

#### MAXIMUM INDEMNITY PER COVERED PERSON

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 Policy NAC0000025 or under other American Express Travel Cover or Travel Accident Insurance Certificates wherever issued.

## TRAVEL INSURANCE

### DEFINITIONS

**"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 independent 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, and 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 an 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 an American Express Platinum Credit 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 authorisation for scheduled air transportation issued by the relevant authorities in the Country in which the aircraft is registered, and in accordance with such authorisation, 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

#### Common Carrier Benefit:

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 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:

##### 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 American Express Platinum Credit Card Coverage Maximum Benefit Amounts

### Maximum Benefit:

Loss of Life \_\_\_\_\_ HK\$3,500,000

### *Dismemberment:*

Loss of both hands or both feet \_\_\_\_\_ HK\$3,500,000

Loss of one hand and one foot \_\_\_\_\_ HK\$3,500,000

Loss of entire sight of both eyes \_\_\_\_\_ HK\$3,500,000

Loss of entire sight of one eye and one hand or one foot \_\_\_\_\_ HK\$3,500,000

Loss of one hand or one foot \_\_\_\_\_ HK\$1,750,000

Loss of entire sight of one eye \_\_\_\_\_ HK\$1,750,000

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 Covered 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 American Express Platinum Credit 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 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

Written notice of a claim must be given to Chubb Insurance Hong Kong Limited, 39/F, One Taikoo Place, 979 King's Road, Quarry Bay, 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

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.

## **B) TRAVEL INCONVENIENCE INSURANCE COVER:**

### **SCHEDULE OF BENEFITS**

#### **1. Missed Connections**

If the Covered Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Covered Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual arrival time of his or her incoming flight, the Company will indemnify the Covered Person for American Express Platinum Credit Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to HK\$4,000 for the Covered Person. This benefit does not apply if the transfer point is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$4,000 per calendar year.

#### **2. Flight Delay/ Cancellation / Overbooking**

If departure of a Covered Person's confirmed Scheduled Flight from any airport is delayed for four (4) hours or more, cancelled or the Covered Person is denied boarding of the aircraft due to overbooking, and no alternative transportation is made available to the Covered Person within four (4) hours of the scheduled departure time of such flight, the Company will indemnify the Covered Person for American Express Platinum Credit Card charges incurred in respect of restaurant meals or refreshments up to HK\$4,000. In no event shall the total amount payable exceed HK\$4,000 per calendar year.

#### **3. Luggage Delay**

If the Covered Person's accompanied luggage checked in with the Common Carrier is not delivered to him or her within four (4) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Covered Person for American Express Platinum Credit Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$4,000 for the Covered Person. Should the Covered Person's accompanied luggage checked in with the Common Carrier not be delivered to him or her within six (6) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Covered Person for American Express Platinum Credit Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$8,000 for the Covered Person. This benefit does not apply if the luggage delay is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$8,000 per calendar year.

#### **4. Luggage Loss**

If the Covered Person's accompanied checked in luggage is not delivered to him or her within forty-eight (48) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, such luggage will be assumed to be permanently lost and the Company will indemnify the Covered Person for American Express Platinum Credit Card charges incurred within four (4) days of his or her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$2,000 per item/set/piece, subject to a maximum of HK\$10,000 for the Covered Person. This benefit does not apply if the luggage loss is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$10,000 per calendar year.

In no event shall the total amount payable under Luggage Delay and Luggage Loss arising out of the same insured event exceed HK\$10,000 per calendar year.

The above benefits apply in respect of Covered Persons who are Basic or Supplementary Cardmembers and for spouses and dependent children (as defined) but shall be subject to the per calendar year limit as specified per Card Account.

**"Card Account"** shall mean American Express Platinum Credit Card issued by the Policyholder and billed in Hong Kong Dollars. Any Basic Card and Supplementary Card(s) will be regarded as one Card Account.

**"Country of Residence"** shall mean:

- a) the country of which the Covered Person is a permanent resident; or
- b) any other country to which the Covered Person is assigned or seconded.

**"Scheduled Flight"** means a flight in an aircraft where the airline is listed in the Official Airline guide or equivalent and the air carrier holds a certificate, licence 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. Scheduled Airline does not include Private Charter.

**"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.

### **EXCLUSIONS**

The Policy does not cover any loss caused or contributed to by:

1. war or any act of war, whether declared or undeclared;
2. any illegal act by or on behalf of the Covered Person and/or his/her beneficiaries;
3. while serving as an operator or crew member of any conveyance;
4. confiscation or requisition by Customs or other Government authority;
5. failure of the Covered Person to take reasonable measures to save or recover lost luggage;
6. failure to notify the relevant airline authorities of missing luggage at the destination point and to obtain and complete a Property Irregularity Report.
7. 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**

1. All information and evidence required by the Company or its agents shall be furnished at the expense of the Covered Person or his or her personal representative and shall be in such form and of such nature as the Company may prescribe.
2. Written notice of all claims must be given as soon as possible, but no later than twenty-one (21) days after the event giving rise to the claim to: Chubb Insurance Hong Kong Limited, 39/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.



3. Original receipts relating to expenses incurred in respect of which indemnity is claimed under this insurance must be supplied to Chubb Insurance Hong Kong Limited. Also, the Record of Charge Form or a copy of the statement, verifying that the relevant flight tickets were charged to an American Express Platinum Credit Card account and, in respect of lost or delayed luggage, a copy of the Property Irregularity Report obtained from the airline, must be supplied together with the following information:
- Full details of the Flight (Airline, Flight Numbers, Departure Airport, Destination, Scheduled Times and Arrival Airport).
  - Full details of the Delay or Loss incurred.
  - Full details of expenses for which reimbursement is claimed.
  - Written receipts acknowledging the return of luggage (for luggage delay).
4. Once all the required documents are submitted and the claim is approved, the reimbursement will be made within 10 days.

#### MAXIMUM INDEMNITY

In no event will duplicate or multiple American Express Cards obligate the Company in excess of the limit stated herein for expenses incurred by any one individual Covered Person as a result of any one incident covered under this Policy.

#### TERMINATION

The insurance cover provided for any individual American Express Platinum Credit Card member will terminate as of the date he or she ceases to be an eligible American Express Platinum Credit Card member or the date of termination of the Master Policy, whichever is earlier. The cover provided is subject to any endorsement and/or amendments to the Master Policy. This cover replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Policy provided prior to this document.

#### C) GENERAL CONDITIONS:

##### LEGAL JURISDICTION AND GOVERNING LAW

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

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.

##### CHUBB PERSONAL INFORMATION COLLECTION STATEMENT

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, 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:

- third parties who assist Us to achieve the purposes set out in paragraphs 1 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);
- Our parent and affiliated companies, or any company within the Chubb local and outside Hong Kong;
- the insurance intermediary through which You accessed the system;
- provided to others for the purposes of public safety and law enforcement; and
- 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  
39/F, One Taikoo Place,  
979 King's Road,  
Quarry Bay, 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 plan 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.

American Express International, Inc. (Effective April, 2017)