

American Express® Gold Business Card Accident Insurance Policy

Being a American Express Gold Business Cardmembers, American Express International, Inc. has arranged with Chubb Insurance Hong Kong Limited for the following free of charge insurance coverage for the benefit as described below.

Master Policy Number: NAC0000010

Insurer: Chubb Insurance Hong Kong Limited

(A) DEFINITIONS

1. "Accident" means any event or occurrence which is unintended, sudden, fortuitous and unforeseen.
2. "Bodily Injury" means bodily injury resulting solely and directly from an Accident caused by external, violent and visible means and does not include sickness or disease, or any naturally occurring condition, or the result of any gradually operation cause.
3. "Gold Business Cardmember" means the holder of a valid American Express Gold Business Card issued to the Eligible Business by the Policyholder in Hong Kong and who at the time of a claim or loss is still a bona fide Cardmember.
4. "Basic Cardmember" means an individual who has the responsibility of running day-to-day operations or is the exclusive owner or joint owner of an Eligible Business.
5. "Company" means Chubb Insurance Hong Kong Limited.
6. "Eligible Business" means a business organization whether incorporated or otherwise, excluding companies with more than 100 employees in Hong Kong, which has successfully applied for American Express Gold Business Cards and is issued with American Express Gold Business Cards.
7. "Endorsement" means written evidence from the Company of an agreed change to the policy.
8. "Insured Person" means:
 - a. The Basic Cardmember of an Eligible Business whether incorporated or otherwise, and is an American Express Gold Business Card Basic Cardmember; or
 - b. A Nominated Employee of an Eligible Business and is an authorized Gold Business Cardmember.
9. "Nominated Employee" means a person who is full-time employee of an Eligible Business and is nominated as Supplementary Cardmember by the Basic Gold Business Cardmember.
10. "Permanent Disablement" means a state of incapacity resulting from the Insured Person suffering Bodily Injury which results in
 - a. his permanent total disablement which entirely prevent him from gainful employment of any and every kind for the remainder of the his life, or
 - b. permanent loss of two or more limbs.
11. "Policy" means American Express Business Insurance Plan Policy for Gold Business Cardmember.
12. "Policyholder" means American Express International, Inc. 18th floor, Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.
13. "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.

(B) SCOPE OF COVER

The Company will provide the insurance to Insured Person in respect of the events herein insured occurring during the Period of Insurance according to the Terms set out in this Policy. An Insured Person who holds more than one American Express Gold Business Card may only claim benefits under this Policy with respect to on American Express Gold Card.

Schedule of Benefits

Item	Benefits	Benefit Amounts	Covered Person	Beneficiary
1	Accidental Permanent Disability (Basic Cardmember)	HK\$ 1,000,000	Basic Cardmember	Basic Cardmember
	Accidental Permanent Disability (Supplementary Cardmember)	HK\$ 500,000	Supplementary Cardmember	Supplementary Cardmember
2	Replacement Benefit Lump Sum - Minimum Benefit	HK\$ 5,000	Basic & Supplementary Cardmember	Eligible Business
	Replacement Expenses - Maximum Benefit	HK\$ 20,000	Basic & Supplementary Cardmember	Eligible Business
3	Business Overhead Expense Benefit	HK\$ 300,000	Basic Cardmember	Eligible Business
4	Business Closing Expense Benefit	HK\$ 40,000	Basic Cardmember	Eligible Business

Description of Benefits

1. Accidental Permanent Disability

The Company will pay the benefit amount specified in the Schedule of Benefits if the Insured Person sustains Bodily Injury which results in Permanent Disablement within 52 weeks from the date of the Accident.

2. Replacement Benefits

The Company will pay a minimum lump sum replacement benefit of HK\$5,000, as shown in the Schedule of Benefits, to the Eligible Business. In addition, the Company will pay the replacement expenses actually incurred by the Eligible Business that are supported by bills or invoices.

This benefit is only payable by the Company if the Basic Cardmember or the Nominated Employee is permanently disabled and paid a benefit as specified in Item 1 of the Schedule of Benefits for such disability under this Policy.

The total of all replacement expenses payable shall not exceed the maximum benefit of HK\$20,000 as shown in the Schedule of Benefits.

Replacement expenses are those costs incurred by the Eligible Business within 12 months from the date of the Accident and are directly related to hiring an individual to replace the Basic Cardmember or the Nominated Employees. Such costs are limited to the following:

- a) Fees paid for employment advertising;
- b) Fees paid to an outside registered employment agency or recruiter to hire a permanent replacement person;
- c) Fees paid for training the replacement person if the training program is conducted by an outside agency;
- d) Fees paid for printing business cards and stationery for the replacement person.

3. Business Overhead Expense Benefit

The Company will pay the business overhead expenses actually incurred by the Eligible Business subject to the maximum benefit as shown in the Schedule of Benefits.

This Benefit only payable by the Company if the Basic Cardmember is permanently disabled and paid a benefit as specified in Item 1 of the Schedule of Benefits for such disability under this Policy.

Business overhead expenses are those costs that are incurred by the Eligible Business arising out of an Accident that resulted in the Basic Cardmember sustaining Permanent Disablement. Provided such expenses must be incurred within 36 months of the date of the Accident and are directly related to maintaining continuous operation of the business.

Business overhead expenses are limited to rent, electricity, heat, water, telephone, laundry, employee's salaries, taxes, insurance premium for amounts billed on their normal due date, depreciation, normal and usual fixed overhead expenses needed to conduct and operate the Eligible Business.

Expenses like salary, fees, drawing account or any other payment for the Basic Cardmember or any other Nominated Employee working with him are excluded. The Company will also not pay for the costs of merchandise, equipment or other supplies relating to the Basic Cardmember's profession.

4. Business Closing Expenses Benefit

The Company will pay the business closing expenses actually incurred by the Eligible Business subject to the maximum benefit shown in the Schedule of Benefits. This benefit is only payable by the Company if the Basic Cardmember is permanently disabled and paid a benefit as specified in Item 1 of the Schedule of Benefits for such disability under this Policy.

Business closing expenses are those costs that are incurred by the Eligible Business arising out of an Accident that resulted in the Basic Cardmember sustaining Permanent Disablement. Provided such expenses must be incurred within 36 months of the date of the Accident and are directly related to the closing of the business. Such costs are limited to:

- a) Fees paid for legal services, excluding fees for bankruptcy filings and defense, transfer of ownership and sale of property;
- b) Fees paid to an outside agency for disconnecting business property and for cleaning the business premises;
- c) Fees paid for moving business property to storage or final destination.

Warranty

Warranted that notwithstanding anything which may be stated to the contrary under Section (B) Item (1), (2), (3) and (4), it is specifically declared and agreed that:

In the event that if any Insured Person is covered under Section (B), item 1 of this Policy (master policy number NAC0000010), and ii) Section A Travel Insurance of Travel Accident Insurance cover (master policy number NAC0000039) for one Accident (which shall be deemed to mean any one Accident arising from or out of one event or a series of events arising from or out of the same cause), the maximum liability of the Company shall not exceed HK\$2 Million for the two policies for any one Accident.

In the event that if more than one Insured Person covered under Section (B) of this Policy are involved in the same Accident (which shall be deemed to mean any one Accident arising from or out of one event or a series of events arising from or out of the same cause), the maximum liability of the Company shall in respect of all the Insured Persons, be limited to HK\$6 Million in the aggregate for any one Accident. Where the total of all the sums assessed individually in respect of each Insured Person adds up to more than HK\$6 Million, the amount payable by the Company under this Policy in respect of each Insured Person shall be reduced proportionately so that the total amount payable by the Company shall not exceed HK\$6 Million.

(C) EXCLUSIONS

The Company will not pay benefit under this Policy, which, directly or indirectly, is caused by, arise in connection with, is a consequence of or is contributed to by any of the following:

- a) Intentional self-inflicted injury, committing or attempting to commit suicide, or any attempt thereat while sane or insane; or
- b) Any consumption of drug unless, it is taken on proper medical advice and is not for the treatment of drug addiction; or
- c) Illegal and unlawful acts of the Insured Person; or
- d) Pre-existing physical or mental defect or infirmity which had not been declared to and accepted in writing by the Company; or
- e) war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), strike, riot, civil commotion assuming the proportions of or amounting to a popular rising, civil war, rebellion, revolution, insurrection, mutiny, military rising, military or usurped power, confiscation, detention, nationalization, requisition, Art of Terrorism committed by a person/persons acting on behalf of or in connection with any organization, martial law or state of siege, assault or hijack; or
- f) nuclear weapons, material or ionizing radiations or contaminations by radioactivity form any nuclear fuel or form any nuclear waste form the combustion of nuclear fuel and solely for the purpose of this Exclusion, combustion shall include any self-sustaining process of nuclear fission; or
- g) pregnancy, miscarriage, childbirth or abortion and their complications; or
- h) while driving any vehicle with more than the permitted level of alcohol in the blood; or
- i) being under the influence of intoxicants; or
- j) engagement in, or practicing for any sports in a professional capacity; flying or taking part in any aerial activities excepts a fare-paying passenger and not an aircrew nor for the purpose of any trade or technical operation in or on the aircraft; hang gliding, skydiving, and bungee jumping or similar activities; parachuting or parascending; any kind of racing other than on foot; diving or underwater activities involving the use of breathing apparatus; winter sports other than curling or skating.
- k) the Insured Person's employment in any of the following occupations:
 - off-shore Worker
 - Ship Crew
 - Air Crew
 - Professional Diver
 - Crane/Forklift Operation
 - Truck/Lorry Driver
- l) 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 the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations

(D) CLAIMS PROCEDURES

1. Notification of Claim

In the event of any claim under this Policy the Insured Person must notify and submit completed claim form to the Company as soon as possible but not later than 14 days after the Accident.

2. Verification of Claim

Any documents or evidence required by the Company to verify the claim shall be provided by the Insured Person at his/her own expense.

Any medical examination required by the Company to verify the claim will be at the Company's expense.

(E) CLAIMS SETTLEMENT CONDITIONS

1. Any receipt which the Insured Person may give to the Company for benefits payable under this Policy shall be deemed a final and complete discharge of all liability of the Company.
2. The Benefit amounts under this Policy are not payable unless the completed claim form and supporting documents (which are to be obtained at the Insured Person's own expense) such as medical reports, police report, bills and invoices and other evidence which the Company may require in support of the Insured Person's claim had been submitted.
3. The Benefit amount stated in the Schedule of Benefits – Item 1 will be paid to the Insured Person whose receipt shall be a valid discharge of liability to the Company.
4. The Benefit amounts stated in the Schedule of Benefits – Item 2,3 and 4 will be paid to the Eligible Business.
5. Termination of the American Express Gold Business Card shall be without prejudice to any claims that occur prior to the effective date of cancellation.

(F) TERMINATION OF INSURANCE FOR THE INSURED PERSON

The insurance provided under the Policy in respect of the Insured Person shall terminate immediately on the earliest of the following events:

1. The date on which the Insured Person ceases to be a valid American Express Gold Business Cardmember; or
2. The date of termination of this Policy; or
3. The date of the Accident in respect of a claim payable under the Policy; or
4. The death of the Insured Person; or
5. The anniversary date immediately following the Insured Person's attainment of the age of 70; or
6. The Insured Person ceases to be permanently residing in Hong Kong; or
7. The Insured Person engages in any employment; occupation, business or activities which are excluded in this Policy.

(G) GENERAL CONDITIONS

1. Terms and conditions

Payment of any benefit amount under this Policy is subject to Terms of this Policy.

2. Geographical Limits

This Policy will apply 24 hours a day, anywhere in the world unless otherwise endorsed or amended by the Company.

3. Residential Qualifications of the Insured Person

This Policy only applies while the Insured Person is permanently residing in Hong Kong.

4. Entry Age Qualification

The Insured Person must be aged 21 or above for American Express Gold Business Card Basic Cardmembers and aged 18 or above for Supplementary American Express Gold Business Cardmember and below 65 years of age at the inception of this Policy.

5. Notice of Trust and Assignment

The Company shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment, or other dealing with or related to this Policy.

6. Interest

The Benefit amount payable is non-interest bearing.

7. Currency

Benefits payable under this Policy shall be in Hong Kong currency.

8. Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of one (1) year after the time written proof of loss is required to be furnished.

9. Arbitration

All differences arising out of this Policy shall be determined by Arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of Arbitrators or Umpires then the choice shall be referred to the chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

10. Forfeiture

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured Person or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits shall be forfeited.

11. Governing Law

This Policy shall be governed and interpreted in accordance with Hong Kong SAR law. The Hong Kong SAR courts shall have exclusive jurisdiction.

12. 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:

- (i) 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);
- (ii) Our parent and affiliated companies, or any company within the Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which You accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with your consent.

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

(c) Access and correction of Personal Data

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

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

Chubb Data Privacy Officer
25th Floor, Shui On Centre
No. 6 – 8 Harbour Road
Wanchai, Hong Kong
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.

