

# American Express® Gold Card Terms and Conditions

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## Terms and Conditions

Card members who want to convert their existing American Express Card to another Card will be asked to resubmit their giro application.

[View Card Member Agreement for the American Express Gold Card](#)

[View Card Member Agreement for the American Express Gold Charter Card](#)

1. As per MAS regulations, no pre-set spending limit on your Charge Card may be granted only if your current income is at least S\$120,000 p.a. If your income is between S\$30,000 p.a. and S\$120,000 p.a., your limit may be set to up to four times your monthly income combined for all your Credit and Charge Cards with American Express.
2. Purchase Protection is underwritten by Chubb Insurance Singapore Limited. Terms and Conditions apply, available upon request.
3. Earn a total of 2 Membership Rewards points for every S\$1.60 spent. Points will be awarded for every S\$1.60 spent as long as your Card Account remains valid and enrolled in the Membership Rewards Programme, and provided it remains in good standing and is not cancelled for any reason.
4. If you cancel your enrollment from the Membership Rewards Programme, you must redeem any points within 30 days of cancellation; otherwise the points will be forfeited. If your Card Account is cancelled or terminated, any points in your Membership Rewards Account will be forfeited on the date of Account termination.

Note: American Express International, Inc. ("American Express") reserves the right to amend the terms and conditions, and suspend or terminate the above promotions/ offers at its discretion at any time without prior notice. In the event of any disputes arising from these promotions/ offers, the decision of American Express International, Inc. shall be final. American Express also reserves the right to change, suspend or terminate the benefits at its sole discretion at any time without prior notice. The provision of services, activities or benefits stated is the responsibility of the respective service establishment. American Express acts solely as a payment provider and is not responsible or liable in the event that such services, activities or benefits are not provided or fulfilled by the service establishment. Card Members acknowledge that any disputes in relation to the above are to be directed solely to the service establishment providing such services, activities or benefits. To enjoy the privileges or benefits, Card Members must present their American Express Gold Card and all charges must be made to this card. Participation of merchants is subject to change without prior notice to Card Member. Information is correct as at date of publication.

# Important Information on your American Express® Gold Card

## ADDITIONAL INFORMATION

### 1. Immediate Payment is Required

All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement.

### 2. Annual Membership Fees (inclusive of GST)

| TYPE OF CARD               | BASIC  | SUPPLEMENTARY |
|----------------------------|--------|---------------|
| American Express Gold Card | S\$180 | S\$110 each   |

### 3. Retrieval Fee for Documents

A retrieval fee of S\$10 will apply for retrieval of every copy of Statement of Account and S\$5 for retrieval of every copy of Record of Charge.

### 4. Service Charge for Returned Cheques/GIRO

An administrative fee of S\$50 will be charged for any returned/dishonoured cheque and S\$25 for any rejected Direct Debit (GIRO) Payment.

## USEFUL INFORMATION

### 1. Late Payment Charges

Payment is due immediately on receipt of your monthly statement. If you do not pay the balance on your monthly statement in full by the date of your next monthly statement, you are in default. If you are in default, you agree that we may suspend your use of the Card either generally or in respect of a particular transaction, and that we may charge your Account with Late Payment Charges as follows. Unpaid Charges from a previous statement will be included in the next statement as an overdue Previous Balance, With effect from 1 May 2018, Late Payment Charges of two and a half percent (2.5%) per month of any overdue Previous Balance or S\$90 per month (whichever is greater) will be added to your account at a 30-day interval until paid in full or any other rate as may be determined by us from time to time. Late Payment Charges which are unpaid may themselves be included in overdue Previous Balances until paid in full. You agree to pay us all our legal costs (on a full indemnity basis) which we incur in recovering or attempting to recover any amount which is overdue and unpaid under these Conditions whether before or after judgment.

### 2. Express Cash and Travellers Cheques

You may use the Card to obtain cash advances and American Express Travellers Cheques from certain automated teller machines which dispense Cash or Travellers Cheques or from such other locations we may designate from time to time. You agree to pay us a service fee for each advance at the rate determined by us from time to time. The service fee will be charged to your Account together with the amount of Cash or Travellers Cheques dispensed. To participate in this service you must complete an enrolment form. This service is subject to separate terms and conditions.

### **3. Lost/Stolen Card Liability**

You must notify us immediately, by telephone or otherwise, if the Card is lost, stolen, damaged or not received when due, or if you suspect that the Card is being used by someone else. Provided that neither you nor any Supplementary Card Member contributed to, was involved in or benefited from the loss, theft or misuse of the Card, you will not be liable for any unauthorised Charges made after we have received notice from you. Your liability for unauthorised Charges made before we receive notice is limited to S\$100. If you find or retrieve a Card which you have reported as lost or stolen, you must not use it again. In this case, you must cut it in half and return the pieces to us.

### **4. Foreign Exchange Charges**

All charges made in a currency other than Singapore Dollars will be converted into Singapore Dollars. The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge amount in U.S. Dollars and then by converting the U.S. Dollars amount into Singapore Dollars. If the Charge is in U.S. Dollars, it will be converted directly into Singapore Dollars. Unless a specific rate is required by applicable law, you understand and agree that 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 2.5%. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

Note: Information in this leaflet supercedes the information in the Terms and Conditions booklet, where applicable.



# Product Highlight Sheet



|   |  |
|---|--|
| <b>Product name</b>                             | The American Express® Gold Card  |
| <b>Interest-free period</b>                     | N.A.   |
| <b>Interest on purchases (where applicable)</b> | N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)   |
| <b>Interest on cash advances</b>                | N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)   |
| <b>Minimum monthly payment</b>                  | N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)   |
| <b>Late payment charges</b>                     | 2.5% per month of any overdue previous balance or S\$90 per month (whichever is greater). Late payment charges will be added to your account at a 30-day interval until bills are paid in full. Late payment charges which are unpaid may themselves be included in overdue previous balances until paid in full |
| <b>Annual membership fee</b>                    | S\$180 (inclusive of GST)  |
| <b>Cash advance fee</b>                         | Handling fee of 5% of your withdrawal amount will apply for each withdrawal amount   |
| <b>Fees for foreign currency transactions</b>   | 2.5%   |
| <b>Dynamic currency conversion fee</b>          | N.A.   |
| <b>Lost / stolen card liability</b>             | S\$100 (For details, refer to clause 9 of ABS Guide on "What You Should Know About Credit Cards" using the following URL <a href="https://abs.org.sg/docs/library/abs_creditcards_english.pdf">https://abs.org.sg/docs/library/abs_creditcards_english.pdf</a> )   |

**There may be circumstances in which you have to pay other fees. See the full list of terms and conditions.**



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## Terms and Conditions



# American Express® Gold Card Terms and Conditions

**IMPORTANT.** Before you use the Card, read these Terms and Conditions ('Conditions') thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and they will govern your use of the Card.

## 1. DEFINITION.

In these Terms and Conditions, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

"Account" or "Card Account" or "American Express Gold Charter Card Account" means any Account maintained by us under these Terms and Conditions.

"Agreement" means these terms and conditions.

"Balance Transfer" means the credit facility offered at the discretion of American Express to allow the amount(s) outstanding from other bank credit card(s) to your American Express Gold Charter Card on such terms and conditions from time to time.

"Basic Card Member" means the individual in whose name the American Express Gold Charter Card Account is maintained.

"Card" means the American Express Card issued to you and all other Cards you have asked us to issue on your Account.

"Cash Advances" means any cash advance obtained by use of a Charge Card, PIN or otherwise authorised by you for debit to the Account.

"Charge" means any transaction made with the Card, whether or not a Record of Charge form is signed, and includes Fees, Late Payment Fees, taxes and any amounts you have agreed to pay us or to be liable for under these Conditions.

"Establishment" means a person, company, firm, proprietorship, partnership, business or organisation which accepts the American Express Gold Card in payment for goods and/or services.

"Fee" means any service or other fee referred to in these Conditions, including the Section at the end called Service Fees.

"GST" means Goods and Services Tax in Singapore.

"Merchant" means a business or organisation which accepts the Card.

"PIN" means the personal identification number given by us or chosen by you for use with the Charge Card.

"Singapore Dollars" means the lawful currency of Singapore.

"Supplementary Card Member" means an individual other than the American Express Gold Charter Card Member to whom a Charge Card is issued and whose Charges are chargeable to the Basic Card Member's Charge Card Account.

"Terms and Conditions" means the terms and conditions set out herein and by which the use of the Charge Cards shall be governed and shall include all modifications and supplementals thereto from time to time.

"U.S. Dollars" means the lawful currency of the United States of America.

"We", "our", "us", "Amex" and "American Express" mean American Express International Inc.

"You" and "Your" means the American Express Gold Basic Card Member or where appropriate, the Supplementary Card Member(s).

The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions in these Terms and Conditions.

Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate.

**2. SIGNING THE CARD.** If you agree to be bound by these Conditions you must sign the Card as soon as you receive it, for identification and to prevent misuse. If you do not wish to be bound by these Conditions, you must cut the Card in half and return the pieces to us. Unless you do so, we will assume that you have accepted these Conditions.



**3. USE OF THE CARD.** You may only use the Card in accordance with these Conditions and within the validity dates shown on its face. The Card is for your use only. You must not give the Card or your Card Account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges made with the Card as a result. You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for a credit to your Account, if that Merchant permits or is obliged to do so. You must not use the Card if you do not honestly expect to be able to pay your Account in full on receipt of your monthly statement. You must not use the Card if you believe that the Company may be unable to pay its debts or that it may not be in a position to reimburse you for any business expenses.

**4. LIABILITY FOR CHARGES AND FEES.** The Basic Card Member is liable to us for all Charges and Fees on the Account, including Charges made with the Basic Card and any Supplementary or Additional Cards. If you are a Supplementary Card Member, you are jointly and severally liable with the Basic Card Member for all Charges made with the Card issued to you. All Fees are payable in accordance with these Conditions, including the addendum called Important Information, which we may change from time to time.

**5. CHARGE LIMIT.** Your spending limit on your Account and any other Card Account(s) you have with us may not exceed limits determined from time to time by us and/or by laws and regulations enforced in Singapore. These limits are called the Charge Limit. If any temporary Charge Limit increase approved by us expires, you agree to pay us immediately on demand any amount by which your total Charges exceed the Charge Limit. In determining if the Charge Limit has been exceeded, we shall be entitled to take into account billed but unpaid Charges, unbilled Charges and Charges which have been authorised at the request of a Merchant even if the authorised transaction is not completed.

**6. IMMEDIATE PAYMENT IS REQUIRED.** All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement.

**7. LATE PAYMENT CHARGES.** Payment is due immediately on receipt of your monthly statement. If you do not pay the balance on your monthly statement in full by the date of your next monthly statement, you are in default. If you are in default, you agree that we may suspend your use of the Card either generally or in respect of a particular transaction, and that we may charge your Account with Late Payment Charges as follows. Unpaid Charges from a previous statement will be included in the next statement as an overdue Previous Balance. With effect from 1 May 2018, Late Payment Charges of two and a half percent (2.5%) per month of any overdue Previous Balance or S\$90 per month (whichever is greater) will be added to your account at a 30-day interval until paid in full or any other rate as may be determined by us from time to time. Late Payment Charges which are unpaid may themselves be included in overdue Previous Balances until paid in full. You agree to pay us all our legal costs (on a full indemnity basis) which we incur in recovering or attempting to recover any amount which is overdue and unpaid under these Conditions whether before or after judgment.

**8. LATE OR PART PAYMENTS.** We may, at our discretion, accept a late or part payment described as payment in full or in settlement of a dispute. But if we do so, we shall not lose any of our rights under these Conditions or at law, and it does not mean that we agree to change these Conditions. We may charge you a fee for any cheque or other payment (such as a direct debit) from or for you, which has not been honoured in full for any reason. You must ensure that there are sufficient funds in your bank account to meet all cheques and direct debits and that all payment instruments are completed correctly.

#### **9. VARIATION OF FEES AND CHARGES**

vary or determine at any time and from time to time the amounts, rates, types and/or basis of calculation of all fees and charges payable by you herein without giving any reason. Any changes of fees and charges may be contained in the statement and shall be effective from such date as we may specify. We may debit to your Account and/or request that you pay the same on demand as we deem fit.

#### **10. FOREIGN CURRENCY CHARGES.**

Singapore Dollars, that Charge will be converted into Singapore Dollars. The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge amount into U.S. Dollars and then converting the U.S. Dollars amount into Singapore Dollars. If the Charge is in U.S. Dollars, it will be converted directly into Singapore Dollars. Unless a specific rate is required by applicable law, 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 2.5%. If the Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

**11. DISCLOSURE OF INSURANCE ARRANGEMENTS.** We identify insurance providers and products that may be of interest to some of our customers. 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 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.

**12. EXCHANGE CONTROL AND TAX.** You must comply with all exchange control and tax laws governing your use of the Card. You agree to indemnify us against any expense or liability we incur through your failure to do so.

**13. EXPRESS CASH.** Express Cash is available for members with more than 6 months' Card Membership. If you wish to obtain cash advances with the Card, you may apply for enrolment in the Express Cash facility. To do so you must complete and submit an enrolment form. We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain cash advances with the Card unless you have that PIN. You can withdraw up to 20% of your Charge Limit, subject to your available balance and up to US\$2500 for overseas withdrawals in cash or American Express Travellers Cheques every 14 days. We may vary this amount from time to time. The applicable interest rate, handling charges, transaction charges and other terms and conditions for Express Cash transactions will be communicated to you. For Express Cash, the handling fee for each transaction shall be 5% of your withdrawal amount. A 1% charge applies for travellers cheques.

**14. ANNUAL FEE.** Annual fees are payable for use of the Basic Card and each Supplementary Card at such rates as we communicate to you from time to time. Any fee reductions or waivers which may be offered by us from time to time may be withdrawn or restricted by us at any time.

**15. GST.** You agree to pay GST or any tax of a similar nature, if applicable, on any amount we charge you in respect of the Card or your use of it.

**16. PROBLEMS WITH BILLS OR CHARGES.** If you have any questions or problems with your monthly statement, please contact us immediately and we will do our best to resolve your problem. Except as required by law, we are not responsible for any goods or services charged to the Card, or if a Merchant refuses to accept the Card. Merchants may impose their own restrictions on use of the Card and we are not responsible for this. You may raise any claim or dispute directly with the Merchant concerned and you may not withhold payment from us because of such claim or dispute.

**17. LOST, STOLEN OR MISUSED CHARGE CARDS.** You must notify us immediately, by telephone or otherwise, if the Card is lost, stolen, damaged or not received when due, or if you suspect that the Card is being used by someone else. Provided that neither you nor any Supplementary Card Member contributed to, was involved in or benefited from the loss, theft or misuse of the Card, you will not be liable for any unauthorized Charges made after we have received notice from you. Your liability for unauthorized Charges made before we receive notice is limited to S\$100. If you find or retrieve a Card which you have reported as lost or stolen, you must not use it again. In this case, you must cut it in half and return the pieces to us.

**18. RENEWAL/REPLACEMENT CARDS.** The Card will be valid until the expiration date printed on the face of the Card. It is understood that you are requesting us to issue to you a renewal or replacement Card before the current Card expires. If you are the Basic Card Member, you are also requesting us to issue to any Supplementary Card Member(s) renewal or replacement Supplementary Card(s) before the current Supplementary Card(s) expire. We will bill renewal fees for the Account annually. We will continue to issue renewal or replacement Cards and Supplementary Card(s) unless any of the events in Clause 25 below occurs. We retain the right to suspend dispatch of renewal or replacement Credit Cards at our discretion.

**19. CHANGE OF PARTICULARS** You must notify us immediately in writing of any change(s) in your name, address and contact information provided to us particularly your email address, mobile phone number or other contact information

## **20. Data Protection and Use of Personal Data**

### **20.1 Disclosure of Personal Information**

You agree that any information provided by you in the application form, at our request or otherwise collected during the operation of your Account ("Personal Information") may be disclosed to:

- (i) companies within the worldwide American Express group of companies ("Amex Group companies");
- (ii) third parties who process transactions submitted by merchants on the American Express network where you use the Card worldwide;

- (iii) processors and suppliers we or Amex Group companies may engage;
- (iv) the providers of services and benefits associated with your Account;
- (v) consumer credit bureaus, collection agencies and lawyers;
- (vi) parties who accept the Card in payment for goods and/or services purchased by you;
- (vii) parties who distribute the card;
- (viii) any other co-branded partner of Amex set out in the Terms and Conditions governing use of your Account;
- (ix) banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere;
- (x) anyone to whom we may transfer contractual rights; and
- (xi) any other party approved by you or to whom we consider it in our interests to make such disclosure.

#### 20.2 Use of Information

We may use your Personal Information, including aggregated or combined with other information for any of the following purposes:

- (i) Delivering our products and services to you, including the management and operation of your Account;
- (ii) Improving our products and services and to conduct research and analysis;
- (iii) Advertising and marketing our products and services, and those of our third party business partners;
- (iv) Managing risks relating to our business, including credit risk, fraud risk and operational risk;

Your data may also be used for other purposes for which you give your specific permission, or when required by law, or where permitted under the terms of the Personal Data Protection Act 2012.

#### 20.3 Supplementary Card Members

Where we have been asked to issue a Supplementary Card:

- (i) you consent to us disclosing to the Supplementary Card Member details about the status of your Account including details of transactions, the outstanding balance and details of any overdue payments;
- (ii) you consent to the Supplementary Card Member providing us with Personal Information about you for additional identity authentication purposes, to register for on-line services and to access enhanced and new services; and
- (iii) Supplementary Card Members will not be permitted to change any of your Personal Information without your express consent.

#### 20.4 Third Party Consents

Where you provide us with information relating to a third party (including Supplementary Card Members), or where you purchase goods and/or services on behalf of a third party, you confirm that you have informed and obtained consent, if necessary, of that third party to the processing of his or her information by American Express and third parties. In respect of Supplementary Card Members, this may include the use of his or her details for marketing purposes or disclosure for the purposes set out in detail in the Consumer Credit Bureau and Fraud Prevention section below.

#### 20.5 Marketing

We and other Amex Group companies may use your Personal Information to identify goods and services in which you may be interested; and market offers to you (by mail, e-mail, telephone, SMS, via the internet or using other electronic means) in relation to such goods and services. You agree that your consent will remain in place until you withdraw it or until 12 months after you cease being an American Express Card Member.

If you wish to opt-out of receiving marketing from us, you may opt out of such marketing offers by going to [americanexpress.com.sg/mychoice](http://americanexpress.com.sg/mychoice) to update your privacy preferences at any time.

We will also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date.

#### 20.6 Consumer Credit Bureau

We will exchange your Personal Information with consumer credit bureaus and carry out credit checks and other assessments. We may inform the bureaus of the current balance on your Account and we may tell them if you do not make payments when due. They will record this information and may share this with other organisations in accordance with their legal powers and obligations.

#### 20.7 Electronic or Telephone Communication

If you contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time.

We may also monitor and/or record telephone calls between us to assure the quality of our customer service.

#### 20.8 International Transfer of Data

Personal Information may be processed, accessed or disclosed in countries outside Singapore when you travel or make foreign purchases and for the purpose of administering your Account. In such cases, we will take appropriate steps to ensure the same level of protection for your information in other countries outside Singapore.

#### 20.9 Retention of Information

We keep Personal Information for the purposes described in this statement for as long as is appropriate to fulfill our legal obligations in accordance with applicable law.

#### 20.10 Access and Correction

You are entitled at any time to request access to information held by us about you or your Account and to update and correct such information. You agree that Amex may impose a modest charge to cover the costs of complying with such requests. Please make such requests in writing to the Data Privacy Officer, American Express International, Inc., 10 Marina Boulevard #15-00, Marina Bay Financial Centre Tower 2, Singapore 018983.

**21. CHANGING THE CONDITIONS.** We have the right to change these conditions at any time by giving you notice in writing or by newspaper advertisement as required by law. Such changes may include, without limitation, introducing or changing fees for providing you with copies of Account statements or transaction records or for other services. You agree to pay such fees when we bill them to your Account. We shall consider you as having accepted the changes if you keep or use the Card after we notify you of a change.

**22. BILLING ADDRESS.** You must notify us immediately of any change in your name and/or billing address or the names of any additional Card Members.

**23. THE CARD IS OUR PROPERTY.** The Card is our property and we can suspend or cancel your right to use it at any time. We can do this with or without cause and without giving you notice. If we revoke the Card without cause, we will refund you a pro-rata portion of your annual fee. We may list cancelled Card Account numbers in our "Cancellation Bulletin", or otherwise inform Merchants of the cancellation. If we cancel the Card or it expires, you must return it to us upon request. If a Merchant asks you to surrender an expired or cancelled Card, you must do so. You may not use the Card after its expiry or cancellation.

**24. CANCELLATION OF CARD.** If you do not wish to accept any changes to these Conditions, or if you wish to cancel your Account with us for any reason, you may do so by cutting all your Cards in half and returning the parts to us. You remain liable for all Charges incurred before the Card is returned and received by us. The Basic Card Member remains liable for all Charges made on the Supplementary Card before it is returned to and received by us.

**25. OUR LIABILITY.** Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Account or your use of the Card 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 third parties including but not limited to those losses and/or costs resulting from mechanical or systems failure affecting such third parties.

**26. AUTHORISATION.** Certain Charges may need to be authorised by us before they will be accepted by an Establishment. We have the right to refuse authorisation for any Charge, Cash Advance or Balance Transfer transactions without cause or prior notice notwithstanding that the Charge Limit has not been exceeded and we shall not be liable to you or anyone else for any loss or damage resulting from such refusal. When we give an Establishment permission to charge your Account, we assume the transaction will take place and therefore reduce the Charge Limit on your Account by the sum authorised.

**27. NOTICES.** We may serve any legal or court document including any writ, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy process in respect of any claim, action or proceeding by leaving it at, or sending it by ordinary post to your last known address, or sending it electronically to your last known email address or via any mobile phone or devices or other messaging services. These documents and/or messages would then be deemed to have been properly served on you on the date of delivery if it is delivered by hand, or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered) or on the date of sending if it is sent electronically or digitally. Service of legal process in the aforesaid manner shall be deemed to be good and effective service of such legal process on you even if the documents including electronic mails and/or messages are not received by you or subsequently returned undelivered. Nothing in this clause shall affect our right to serve any legal or court document in any other manner permitted by law.

**28. LAW THAT APPLIES.** These Conditions and all matters arising out of the issuance or use of the Card are subject to the laws of Singapore.

**29. ASSIGNMENT.** We may assign any of our rights under these Conditions without your consent to our parent, a subsidiary or a related company.

**30. RIGHTS OF THIRD PARTIES.** Except by a person who is our assignee pursuant to Clause 30 above, a person who is not a party to this Agreement shall not enforce any of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 2001.

# Travel Insurance Terms and Conditions

## The American Express Gold Card Travel Insurance Certificate of Insurance

Travel Insurance Plan underwritten by Chubb Insurance Singapore Limited  
(herein called the 'Company')  
For the Company



Mack Eng  
Managing Director

### Covered Persons

A person shall be a Covered Person under Master Policy No (532-10001-2) ("The Policy") only if:

1. He or she is
  - a) A Basic Card Member or Supplementary Card Member who has a Gold Card, issued by American Express International, Inc., in his or her name; or
  - b) The legally married spouse or dependent child under age of 23 of any eligible person described in a) above, and
2. His or her American Express account is billed in SINGAPORE 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 step-child or adopted child of any eligible person described in 1a) above; and who is dependent on such eligible person(s) for financial support.

### TRAVEL INCONVENIENCE COVER

#### 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 Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to S\$200, subject to a maximum of S\$400 for the Insured Card Member, his spouse and children. This benefit does not apply if the transfer point is in the Covered Person's country of residence.

#### 2. Luggage Delay

If the Covered Person's accompanied luggage checked in with the common carrier is not 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 Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to S\$200, subject to a maximum of S\$400 for the Insured Card Member, his spouse and children. This benefit does not apply if the luggage delay is in the Covered Person's country of residence.

#### 3. 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 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 S\$500, subject to a maximum of S\$1,000 for the Insured Card Member, his spouse and children. This benefit does not apply if the luggage loss is in the Covered Person's country of residence.

The above benefits apply in respect of Covered Persons who are Basic or Supplementary Card Members and for spouses and dependant children (as defined) but shall be subject to a per family maximum indemnity of double the above Basic or Additional Card Members benefit as specified. 'Country of Residence' shall mean:

- a) the country of which the insured is a permanent resident. or
- b) any other country to which the insured person is assigned or seconded.

#### **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 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.

#### **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 21 days after the event giving rise to the claim to: Chubb Insurance Singapore Limited, 138 Market Street #11-01, CapitaGreen, Singapore 048946.
3. Original receipts relating to expenses incurred in which indemnity is claimed under this insurance must be supplied to Chubb Insurance Singapore Limited. Also, the Record of Change Form, verifying that the relevant flight tickets were charged to an American Express Card account and, in respect of lost or delayed luggage, a copy of the Property Irregularity Report obtained from the airline, must be supplied to Chubb Insurance Singapore Limited 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).

#### **TRAVEL ACCIDENT INSURANCE**

##### **I. Coverage Requirements**

A Covered Person will be fully insured for benefits under the Policy while taking a trip on a Common Carrier Conveyance only when the entire fare has been charged to an American Express Gold Card.

##### **II. Maximum Indemnity per covered person**

In no event will duplicate or multiple American Express Cards obligate the Company under the Policy in excess of the highest amount payable under one such Card, as stated in the "Benefits Amounts", for any one Loss sustained by any one individual Covered Person as a result of any one accident.

##### **III. Definitions**

"Injury" means bodily injury which:

1. is caused by an accident which occurs whilst the Covered Person's insurance is in force under the Policy; and
2. results in Loss insured by the Policy; and

3. creates a Loss due, directly and indirectly 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 ankle joint, and as used with reference to eye means the irrecoverable loss of the entire sight of such eye.

“Common Carrier Conveyance” shall mean any bus, car, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train or any other land or sea vehicle provided and operated by a carrier licensed for the regular transportation of fare-paying passengers and any fixed-wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare paying passengers.

“Covered Trip” means:

1. it is a trip (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
2. the Covered Person’s entire for such trip has been charged to an American Express Gold 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.

#### IV. Description of Benefits

##### Common Carrier Benefit

This benefit is payable if the Covered Person sustains injury as a result of:

- a) an accident which occurs while riding solely as a passenger in or boarding or alighting from a Common Carrier Conveyance for a Covered Trip; or
- b) being struck by such Common Carrier Conveyance.

##### 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 or a scheduled helicopter operated as a Common Carrier Conveyance but only if:
  - a) when going directly to an airport for the purpose of boarding an aircraft for a Covered Trip;
  - b) or 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.

#### V. Schedule of Benefits:

##### Benefit amounts

Loss of life .....S\$350,000

##### Dismemberment

Loss of both hands or both feet ..... S\$350,000

Loss of one hand and one foot ..... S\$350,000

Loss of entire sight of both eyes ..... S\$350,000

Loss of entire sight of one eye and

Loss of one hand or one foot ..... S\$350,000

Loss of one hand or one foot ..... S\$175,000

Loss of entire sight of one eye .....S\$175,000



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 one hundred (100) days after the date of accident which caused the Injury. Benefits will be paid for the greatest Loss. In no event will the Company pay for more than one Loss sustained by the Covered Person as a result of any one accident.

#### **VI. On Board Ticketing**

In the event a Covered Person suffers a Loss 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 Gold Card prior to boarding the flight, then 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.

#### **VII. Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in the disappearance, 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, 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.

#### **VIII. Exclusions**

The Policy does not cover any Loss caused or contributed to by (1) suicide or self-destruction or any attempt threat; (2) war or any act of war whether declared or undeclared; (3) 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; (4) injury received while serving as an operator or crew member of any conveyance; or (5) injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle. (6) 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.

#### **IX. Claims**

Written notice of a claim must be given to Chubb Insurance Singapore Limited within 21 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) The Covered Person's children, including legally adopted children;
- c) The Covered Person's parents;
- d) The Covered Person's brothers and sisters;
- e) The Covered Person's estate

In determining such person or persons, the Company may rely upon an affidavit by a member of any 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.

#### **X. Premium**

The premium for this coverage is paid for by American Express.

## **XI. 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.

## **XII. Terminations**

The insurance cover provided for any individual Gold Card Member will terminate as of the date he or she ceases to be an eligible Gold Card Member or the date of termination of the Master Policy, whichever is earlier.

The benefits described herein are subject to all of the terms and conditions of the Policy which is held by American Express. This Certificate replaces any prior Certificate which may have been furnished in connection with the Master Policy.

# **“No Worries Guarantee” Terms and Conditions**

## **Description of Coverage: Purchase Protection**

Purchase Protection provides for the repair, replacement of property and at the discretion of the Company, the indemnification of the Insured Person for property which has been damaged or stolen within 90 days of purchase, if the property was purchased solely for personal use and with the American Express Card issued by the Policyholder\*. Coverage is provided up to S\$8,000 per item of property, and up to a maximum of S\$80,000 per calendar year for each American Express Card Account held by the Insured Person. The number of Supplementary Card accounts applied for by the Insured Person shall not be taken into account when determining the maximum claim amount permitted per calendar year.

\* Subject to the terms and conditions set out herein.

## **Insured Persons**

Personal, Gold, Platinum and Charter American Express Charge Card Members holding a valid American Express Card issued by the Policyholder.

## **TERMS AND CONDITIONS**

### **1. This insurance is Supplementary**

The Master Policy is not a substitute for any other insurance which also Insures against damage or theft to personal property. The Policy will indemnify the Insured Person only to the extent that the damage or theft has not been indemnified by any other insurance and is subject to the terms and condition contained herein.

### **2. Lost and Damaged Items**

Any item of property which has been left unattended in a place accessible to the public and which is damaged or lost shall not constitute damage or theft within the terms of the Master Policy.

If an Insured Person has purchased property covered by the Purchase Protection under the Master Policy and given such property as gifts to third party recipients (“Third Party Recipients”), the Third Party Recipients will be the beneficiary of the coverage offered by the Insured Person in accordance with the Master Policy requirements. If a covered item is given as a gift, the coverage will continue to apply provided that the Card Member makes the claim on behalf of the recipient of the gift.

### **3. Limitation and Products Not Covered**

The total liability of the Company for each item of property insured under the Master Policy shall not exceed the total amount (including applicable taxes and other government charges) reflected on the Insured Person’s billing statement, store receipt with respect to that item (hereinafter referred to as the “Purchase Price”) or S\$8,000 whichever is lower.

For property purchased with a partial payment utilizing the American Express Card, the total limit of liability will be pro-rated based upon the percentage the partial payment bears to the Purchase Price.

The Company shall at its sole discretion either repair or replace the damaged or lost items belonging to a pair or set or indemnify the Insured Person or the Third Party Recipient for the Purchase Price of the set or pair, subject to (#1) above, provided that the items are unusable individually and cannot be replaced individually.

Purchase Protection coverage shall only apply to damage or theft which occurs within 90 days of the purchase of the property.

#### **4. Exclusions**

The Company shall not be obligated to indemnify the Insured Person for the first S\$30 of each valid claim.

There shall be no payment under the Policy for the damage to or theft of property arising from:

War, invasion, hostilities rebellion, insurrection, confiscation by order of a government or public authority or risks of contraband or losses arising from illegal activity or acts;

Normal wear and tear;

Unexplainable disappearance (loss of property under unknown or puzzling circumstances which are difficult to explain or understand and where theft cannot be proven);

Damage arising from inherent product defects; or

Theft of or from motor vehicles.

There shall be no payment under the Policy for damage to or theft of:

Cash, or its equivalent, travellers cheques, tickets or any negotiable instruments;

Animals or living plants;

Jewelry, watches, precious metal and gem stones which the Insured Person brings with him during his overseas travel, unless carried by hand and under the personal supervision of the Insured Person or the Insured Person's travelling companion; and

Electronic equipment such as mobile phones, PDA, computers or computer related equipment which are damaged or lost whilst being used at the place of employment.

In addition, there shall be no coverage under the Master Policy:

For damage to or theft of property as a result of direct physical abuse to one's property by the Insured Person;

For damage to or theft of property where the property was procured by the Insured Person through fraud or other illegal means;

Where the Insured Person knowingly makes a false or fraudulent claim;

Where a report to the appropriate authorities has not been made within 48 hours after the damage or theft was discovered, and a written report obtained or

For any item of property left unattended in a place accessible to the public.

#### **5. Due Diligence**

The Insured Person shall use due diligence and do all things reasonably practicable to avoid or diminish any risk of damage to or theft of property so insured under the Master Policy.

#### **DESCRIPTION OF COVERAGE: RETURN GUARANTEE**

Return Guarantee provides for product satisfaction on designated items purchased solely for personal use and entirely with the American Express Card issued by the Policyholder. If, within 90 days of purchase, an Insured Person is dissatisfied with the item purchased and the retailer refuses to take the purchased item back, the Insured Person can return it to the Company, who will credit the Insured Person's American Express Card Account with the Purchase Price\*, up to a maximum of S\$800 per item, and subject to a maximum of S\$3,000 for each American Express Card Account held by the Insured Person per calendar year. The number of Supplementary Cards applied for by the Insured Person shall not be taken into account when determining the maximum claim amount permitted per calendar year. The amount credited to the Insured Person's American Express Card Account shall hereinafter be referred to as the "Return Guarantee Refund".

\*Subject to the terms and conditions set out herein.

### **Insured Persons**

Gold, Platinum and Charter American Express Charge Card Members holding a valid American Express Card issued by the Policyholder.

### **TERMS AND CONDITIONS**

#### **1. This insurance is Supplementary**

The Master Policy is not a substitute for any other insurance which also covers Return Guarantee on items purchased in Singapore. The Policy will indemnify the Insured Person only to the extent that the item purchased has not been covered by any other Return Guarantee insurance and is subject to the terms and conditions contained herein.

The Company shall not be obligated to pay the Return Guarantee Refund, if on the date of purchase of the item, or on the date of claim filing, any amount due on the Insured Person's American Express Card Account is overdue or the Insured Person's American Express Card Account is cancelled.

Purchases must be made in Singapore and charged in full on the Insured Person's American Express Card. Return Guarantee Refunds are limited to a maximum of S\$800 per item and subject to a maximum of S\$3,000 per American Express Card Account held by the Insured Person per calendar year (not taking into account any Supplementary Cards applied for by the Insured Person.)

Return Guarantee Refunds will not be made for any items with a Purchase Price of S\$30 or less.

The item returned by the Insured Person must be received by the Company brand new (with original label still in tact), undamaged, in good condition and in working order.

#### **2. Limitations and Products Not Covered**

Items not covered are: animals and living plants; one of a kind items (including antiques, artwork and furs); limited edition items, going-out-of-business sale items; consumable and perishable goods; jewelry and precious stones; services and additional costs (such as installation charges, warranties, shipping or memberships); rare and precious coins; used, rebuilt and refurbished items; mobile/cellular phones; compact discs; digital video discs; audiotapes; video-tapes; computer software; books of any kind; health care items (such as blood pressure machines and diabetes equipment); tickets of any kind; motorized vehicles and their parts; firearms; land and buildings; negotiable instruments (such as promissory notes, stamps, and travellers cheques); cash and its equivalent; and items permanently affixed to home, office, vehicle, etc. (such as garage doors openers, car alarms); illegal property; formal wear including, but not limited to, evening gown, wedding gown or tuxedo; underwear, surcharge, etc.

This policy is supplemental and only applies if a claim is made over items covered by this Master Policy within 90 days of original purchase.

#### **3. The Company shall not be liable for any claim:**

arising out of the imposition of any surcharge;

arising out of the fraudulent act of the Insured Person or arising from illegal activity;

made in respect of item purchased more than 90 days after the date of original purchase; or not reported back to the Company within 30 days from the date of the retailer refusing to take back the purchased item.

ACE Limited has acquired Chubb Corporation, creating a global insurance leader operating under the renown Chubb name. ACE Insurance Limited is now a Chubb Company. Shortly after the completion of legal entity integration in Singapore, ACE Insurance Limited will be known as Chubb Insurance Singapore Limited. It is anticipated that the change of the Company's name will be on or about 1 May 2016 but the date remains subject to regulatory approval. For updates on the name change date and our current address, please refer to [www.chubb.com/sg](http://www.chubb.com/sg). The validity of the ACE's policies issued to you will not be affected by the name change.



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