

AMERICAN EXPRESS NO WORRIES GUARANTEE PROGRAM RETURN GUARANTEE/PRICE PROTECTION CLAIM FORM

PERSONAL PARTICULARS

A.E. Card No.	Expiry Date	
Name on Card (Mr/Mrs/Miss)	HKID Card No./Passport No.	
Corresponding Address		
Tel. No. (Home)	Tel. No. (Office)	

PURCHASED MERCHANDISE

Item Name	Brand Name		
Model	Dimension	Colour	
Purchase Price	Date of Purchase		
Name and Address			
of Retail Outlet			

PLEASE TICK THE APPROPRIATE BOX

RETURN GUARANTEE

Please send the completed claim form together with full supporting documents (listed below) to us within 30 days of purchase.					
Was the purchase made in H.K. and charged in full on AE Card?				Yes	No No
Is the item brand now, in good condition and working in order to be eligible?				Yes	No No
Are the relevant labels, hang tags and warranties undamaged and intact?				Yes	🗌 No
PRICE PROTECTION					
Please send the completed claim	n form together w	vith full supporting documents	(listed below) to us	within <u>14 day</u>	vs of purchase.
Was this item purchased on sale of discount price?				Yes	No No
Was this item purchased for business usage?				Yes	□ No
Was this item purchased as a brand new merchandise?				Yes	□ No
Name & Address of Retail					
Outlet with Lower Price					
Contact Person (if known)			Tel. No.(if known)		
Retail Price of Merchandise with	Lower Price				
Is the lower priced merchandise identical to be the item purchased as described above?			No No		
Is the payment method identical to that used to obtain the original purchase price?			No No		
Is the lower priced merchandise on sale or at discount price?			Yes	No No	
If applicable, does the lower priced merchandise carry identical warranty and services					
as the item purchased as described above? \Box Yes \Box No			🗌 No		
Please be reminded to include the following documents with this claim form					
 As record of charge slip 	- Purchase invoice of the merchandise				

DECLARATION

I hereby declare that to the best of my knowledge and belief, the above statement and particulars contained are in all respects true and complete and are made without reservation of any kind. I agree and understand that additional documents, the purchased merchandise, etc, may be required and will be forwarded upon request from ACE Insurance Limited.

Cardmember's Signature	
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Date_

Claims Hotline : 3191 6238 Fax No: 2560 3565

Office Hours: Monday to Friday, 9:00a.m. to 5:30p.m., closed during lunch hour, from 12:45p.m. to 2:00p.m. Address: 25/F, Shui On Centre, No. 6-8 Harbour Road, Wanchai, Hong Kong

American Express Card Price Protection Plan

Terms and Conditions

The following complimentary insurance benefits are offered by American Express International Inc. to the American Express Centurion Card, American Express Platinum Card, American Express Gold Card, American Express Gold Charter Card, American Express Green Charter Card, American Express Platinum Credit Card, American Express Cathay Pacific Elite Credit Card or American Express Cathay Pacific Credit Card including Supplementary Cards for their respective rights and interests. Details of the insurance are described below.

Policy Number	:	NAC0000014
Period of Insurance	:	April 01, 2014 to March 31, 2015 both dates inclusive
Geographical Limits	:	Hong Kong

DEFINITIONS

Insured Person

Any person, who lawfully holds a valid American Express Centurion Card, American Express Platinum Card, American Express Gold Card, American Express Gold Charter Card, American Express Green Charter Card, American Express Platinum Credit Card, American Express Cathay Pacific Elite Credit Card or American Express Cathay Pacific Credit Card including Supplementary Cards issued by the Policyholder in Hong Kong.

Insurable Merchandise

Any new, brand named tangible article, which is purchased with the Insured Person's Card Account and not being merchandise excluded under this Policy.

Identical Merchandise

The identical Insurable Merchandise is an article which is exactly the same as Insurable Merchandise including but not limited to the brand name, make & model, design, colour, size, features, type of warranties, after-sales service, method of payment and purchase incentive.

Retail Outlet(s)

Physically accessible premises where articles are directly sold to the public which have Card Account payment facilities and which are fully licensed, permanent and recognizable establishments within the territories of Hong Kong.

Retail Outlet does not include auctions, discount stores, secondhand goods stores, mail order houses, phone order or direct sales outlets.

Operative Period of Insurance

Commences from the date of purchase until 23:59 hours on the 14th day of such purchase thereafter.

Hong Kong

The territorial limit of Hong Kong Special Administrative Region, The People's Republic of China.

Card Account

Each American Express Card issued by the Policyholder in Hong Kong and stated in the Schedule of Benefits. Any principal card and supplementary card will be regarded as one Card Account.

If the Insured Persons are holding any American Express Credit Card(s) and any of the charge cards below, those Insured Persons will be counted as holding one American Express Card Account only.

- American Express Centurion Card
- American Express Platinum Card
- American Express Gold Card
- American Express Gold Charter Card
- American Express Green Charter Card

Limit of Indemnity

The maximum liability of the Company shall be HK\$2,500 per any item of Insurable Merchandise purchased with any Card Account, not exceeding HK\$15,000 per any one Card Account during the Period of Insurance stated above.

Original Purchase Price

The full retail price paid in Hong Kong dollars by all ordinary customers for any item of Insurable Merchandise by using Card Account.

Lower Purchase Price

The lower full retail price compared with the Original Purchase Price provided such lower full retail price is available in Hong Kong dollars to all ordinary customers for any item of Identical Merchandise by using a payment method identical to that used to obtain the item of Insurable Merchandise.

THE COVER

Where an item of Insurable Merchandise is purchased by the Insured Person charged entirely or is by any kind of installment plan charged to his/her American Express Charge Card covered under this Policy at a Retail Outlet within the territory of Hong Kong for an Original Purchase Price and during the Operative Period of Insurance it is found that an item of Identical Merchandise could be purchased at an alternative Retail Outlet within the territory of Hong Kong for a Lower Purchase Price, the Company will refund the price difference to the Insured Person up to the Limit of Indemnity stipulated above.

PRICE COMPARISON

Price comparison with liquidated merchandise, bankruptcy sale merchandise, out of business sale merchandise and grey market items will not be accepted.

The Company will duly accept one claim per item of Insurable Merchandise.

Each Retail Outlet may be utilized as a basis for price comparison unless and until the Insured Person is notified otherwise in writing by the Company prior to the submission of any claim by such Insured Person within the Operative Period of Insurance.

PRICE LIMITATION

Refunds are based on the price of the item before warranty or service costs and installment charges.

EXCLUSIONS

- 1. The Company shall not be liable for any claim arising as a consequence of any item of Insurable Merchandise or Identical Merchandise being:
 - articles which are generally recognized as having a fluctuating value whereby the value of such articles at the time of
 purchase represent only the then prevailing market price and which will reasonably be expected to fluctuate any time after
 the purchase and such articles can be traded as a commercial commodity which shall include but not limited to share stock,
 security, deeds, bonds, gold, diamond, precious metals or stones or any articles made thereof;
 - custom-made or collectible articles;
 - mechanically propelled vehicle or marine craft, including parts and accessories;
 - residential, commercial or industrial premises;
 - livestock, pets, plants or other living creatures;
 - consumable articles, being items which are capable of being finished up in the normal course of being used;
 - services;
 - mobile/ cellular phones (including PDA phones), Blackberry;
 - defective second or substandard articles;
 - display items, which is priced lower than the original price;
 - sales goods or discounted items;
 - purchased subject to membership discounts or bulk order discount or within promotion period;
 - business purchases or property to be used for business purposes;

- illegal property or property sold which is in breach of the laws of Hong Kong;
- purchased from outlets named by the Consumer Council of Hong Kong for engaging in improper business practices or from outlets at the same location as one previously so named.
- all purchases made on the internet and/or through online biding.
- 2. The Company shall not be liable for any claim:
 - arising out of the imposition of any surcharge;
 - arising out of the deliberate act of the Insured Person or arising from illegal activities;
 - not reported to the Company in writing during the Operative Period of Insurance.
- 3. The Company shall not be liable to pay for any claims of less than HK\$150 variance from the Original Purchase Price each and every item of Insurable Merchandise.

CLAIMS PROCEDURES

All claims under this Policy must be notified to the Company in writing by completed claim form during the Operative Period of Insurance and be accompanied by the original copy of:

- 1. the original store receipt;
- 2. the Card Account voucher or relevant monthly statement.

CLAIMS CONDITIONS

- 1. The Insured Person shall give such other particulars and evidence and do all such acts and things as the Company shall reasonably require. The Company will discharge its liability under the respective claims upon settlement of the claims with the Policyholder who is obliged to credit the same amount into the Card Account of the Insured Person in the following billing month. No benefit will be payable when, on the date of occurrence or the date of claim being reported to the Company, whichever is the later, any amount due on the American Express Card Account of the Insured Person is overdue or the Insured Person is not holding any valid Card Account.
- 2. When an item of Insurable Merchandise purchased forms part of a pair or set, the Company will pay benefits only based upon an identical pair or set of Identical Merchandise.
- 3. For any item of Insurable Merchandise which was purchased by installment, the total Limit of Liability will be prorated based upon the percentage the installments bear to the full Original Purchase Price.

OTHER INSURANCE

Coverage is in excess of the Insured Person's other applicable valid and collectible insurance or indemnity. The Company will be liable only for the excess of the amount of the loss over the amount covered under other insurance or indemnity, only if all other insurance or indemnity has been exhausted and subject to the exclusions, terms and limits of liability of the Policy. This coverage will not apply as contribution insurance and this "non-contribution" shall prevail despite any "non-contribution" provision in other insurance or indemnity policies or contacts.

FALSE CLAIM

If an Insured Person makes any claim knowing it to be false or fraudulent in any respect, such Insured Person shall no longer be entitled to the benefits of the Policy or to the payment of any claim made under this Policy and neither the premium nor any part thereof shall be refundable.

GENERAL CONDITIONS

- 1. Unless previously agreed to in writing by the Company, no claim shall be recoverable hereunder by the Insured Person if any material change shall be made in the condition of the risk as existing at the time of risk acceptance.
- 2. All differences arising out of the 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 expressly stipulated that it shall be a condition precedent to any right of action or suit upon the Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 3. The Policy shall be governed by and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the courts of Hong Kong.
- 4. The Insured Person shall not take legal action against the Company until 60 days after a fully completed proof of loss has been filed within the Company.