



**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
- Is the item brand new, in good condition and working in order to be eligible?  Yes  No
- Are the relevant labels, hang tags and warranties undamaged and intact?  Yes  No

**PRICE PROTECTION**

Please send the completed claim form together with full supporting documents (listed below) to us within 14 days of purchase.

- Was this item purchased on sale or discount price?  Yes  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?  Yes  No
- Is the payment method identical to that used to obtain the original purchase price?  Yes  No
- Is the lower priced merchandise on sale or at discount price?  Yes  No
- If applicable, does the lower priced merchandise carry identical warranty and services as the item purchased as described above?  Yes  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 \_\_\_\_\_ 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 Return Guarantee**

### **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 : NAC0000015

Period of Insurance : April 1, 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.

##### **Guaranteed 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.

##### **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 30th 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\$5,000 per item of Guaranteed Merchandise purchased with any Card Account, not exceeding HK\$15,000 per any one Card Account during the Period of Insurance stated above.

## **THE COVER**

Where an item of Guaranteed Merchandise is purchased by an Insured Person at a Retail Outlet within the territory of Hong Kong and the price of which has been entirely charged or is by any kind of installment plan charged to the Insured Person's American Express Charge Card covered under this Policy and during the Operative Period of Insurance, the Insured Person can return it to the Company for the full purchase price up to Limit of Indemnity stipulated above.

## **EXCLUSIONS**

1. The Company shall not be liable for any claim arising as a consequence of the Guaranteed Merchandise being:
  - animals and living plants;
  - one of a kind items (including antiques, artwork and furs);
  - limited edition items;
  - going-out-of business sales items;
  - consumable and perishable goods;
  - jewelry and precious stones;
  - services and addition costs (such as installation charges, warranties, shipping, or memberships);
  - rare and precious coins;
  - used, rebuilt and refurbished items;
  - mobile/ cellular phones (including PDA phones), Blackberry;
  - tickets of any kind;
  - motorized vehicles and their parts;
  - firearms;
  - land and buildings;
  - negotiable instruments (such as promissory notes, stamps, and traveler cheques);
  - cash and its equivalent, and items permanently affixed to home, office, vehicles, etc. (such as garage door openers, car alarms);
  - illegal property or property sold which is in breach of the laws of Hong Kong;
  - formal wear including but not limited to evening gown, wedding gown or tuxedo;
  - undergarment;
  - 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);
  - all purchases made on the internet and/or through online bidding.
  
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 for the first HK\$150 each and every item of Guaranteed 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. Original store receipt;
2. 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. The item of Guaranteed Merchandise must be brand new, in good condition and working in order to be eligible for this guarantee.
3. The Insured Person shall endeavor to keep all original labels, hang tags, warranties etc. undamaged and intact and surrendered the same to ACE Insurance Limited.
4. When an item of Guaranteed Merchandise purchased forms part of a pair or set, the Company will reimburse the full purchase price of the pair or set provided that the items are unusable individually and cannot be replaced or repaired individually.
5. For Guaranteed Merchandise which were purchased by installment, the total Limit of Liability will be prorated based upon the percentage the instalments bear to the full 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 contracts.

## **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.

This is for reference only.