# American Express Group Travel Insurance Plan

Terms And Conditions
For Platinum Card members

Policy Number: NACO000012

Period of Insurance: From 1 April 2017 to 31 March 2018

(both dates inclusive)



### Contents

Terms and Conditions
Part I - Benefits
Part II - Definitions
Part III - General Exclusions
Part IV - Claims1
Part V - Termination1
Part VI - Payment of Benefits1
Part VII - General Conditions1
Part VIII - Making a Claim1
Part IX - Personal Information Collection Statement
About Chubb in Hong Kong1
Contact Us

This Terms and Conditions contains important information about Your Covered American Express® Card complimentary insurance and should be read carefully and stored in a safe place.

The following complimentary insurance is underwritten by Chubb Insurance Hong Kong Limited, American Express International, Inc. does not act as an agent or fiduciary for you, and American Express International, Inc. may act on behalf of the insurance provider, as permitted by law.

Please familiarize Yourself with its contents and refer to it in the event of a claim situation. If You have any questions, please call the American Express Platinum Cards Service, Hong Kong on +852 2277 2233.

### Terms and Conditions

The following complimentary insurance benefits are offered by American Express International Inc. (herein called "Policyholder") (Master Policy issued by Chubb Insurance Hong Kong Limited (herein called "Company") to the American Express:

- (a) Basic Platinum Card members;
- (b) Basic Platinum Card members' spouse regardless of whether he/she is a Supplementary Cardmember;
- (c) Basic Platinum Card members' Child(ren) over thirty (30) days and under the age of twenty-one (21), regardless of whether the Child is a Supplementary Cardmember; and
- (d) the Supplementary Platinum Card members under the Basic Platinum Card members' card account

The Company agrees to insure the Insured Person(s) in respect of the insurance

coverage as specified in this Policy for unlimited number of Journeys subject to all the exclusions, conditions and terms contained herein and in the master policy, and any endorsed hereon. Any changes, amendment or endorsement to (including cancellation of) this Policy or the master policy will be binding on the Insured Person(s) without any prior notice required to be provided to the Insured Person(s). This Policy shall automatically renew at annual intervals from 1 April subject to payment of the premium of the master policy and unless terminated in accordance with the master policy

### Part I - Benefits

#### Section I - Personal Accident

If during the Period of Insurance an Insured Person sustains Bodily Injury which arises during a Journey and within twelve (12) calendar months from the date of such Bodily Injury results in the death, dismemberment or disability as described hereunder the Company shall pay the Insured Person the Benefit Amount according to the following events of loss listed:

Events of Loss		Benefit Amount (HK\$)
1.	Death	1,000,000
2.	Permanent Total Disablement	1,000,000
3.	Permanent and Incurable Paralysis of all Limbs	1,000,000
4.	Permanent Total Loss of Sight of one or both Eyes	1,000,000
5.	Loss of or the Permanent Total Loss of use or one or both Limbs	1,000,000
6.	Permanent Total loss of Speech and Hearing	1,000,000
7.	Permanent Total Loss of Hearing in:	
	(a) both Ears	750,000
	(b) one Ear	150,000

### **Proviso:**

- (a) The occurrence of any specific event of loss for which indemnity is payable at the principal Benefit Amount of HK\$1,000,000 under this Section shall at once terminate all insurance under this Policy with respect to that Insured Person reporting such loss, but such termination shall be without prejudice to any claim originating out of the Accident causing such loss.
- (b) The aggregate maximum payable under this Section for Basic Platinum Card member, his/her Spouse and Children shall be 200% of principal Benefit Amount and for the Children of the Basic Platinum Card member shall be 25% of principal Benefit Amount.

(c) No indemnity will be paid under any circumstances for more than one of the above item 1-7 events of loss, in respect of Bodily Injuries arising out of the same occurrence.

#### **Condition:**

(a) Satisfactory proof to the Company of death or Bodily Injury sustained for which a claim is made hereunder shall be provided upon demand at the own expense of the Insured Person or his/her personal representative. Death or Bodily Injury sustained shall not be presumed solely on account of the disappearance of the Insured Person.

#### Section II - Medical Expenses

The Company shall reimburse an Insured Person in respect of medical and/or surgical fees, Hospital, nursing home or emergency dental charges (incurred as a result of Bodily Injury) necessarily incurred outside of Country of Residence/Place of Residence and for which treatment is prescribed by a Physician as a result of Bodily Injury sustained or Sickness contracted during a Journey outside the Country of Residence/Place of Residence and the Period of Insurance by an Insured Person.

The Company shall further reimburse the Insured Person the related medical expenses incurred within three (3) months after returning to his/her Country of Residence/Place of Residence and subject to a maximum of HK\$30,000 only in the case for follow-up medical treatment of the same Bodily Injury sustained by the Insured Person as given or prescribed by a physician to during the Journey

#### **Proviso:**

- (a) All hospitalisation should be notified to Chubb Assistance as soon as possible and the Insured Person must obtain a medical assessment and monitoring from Chubb Assistance. Failure to do so may prejudice the Insured Person's claim.
- (b) Any expenses which are recoverable from any other insurance policy or state insurance program which is applicable to the Insured Person(s) is not covered under this Section.
- (c) Expenses incurred for dental crowns and bridges are excluded from cover under this Section.
- (d) The total liability of the Company under this Section shall not exceed HK\$1,000,000 for each Insured Person.

#### Section III - Evacuation and Repatriation Expenses

If during a Journey and the Period of Insurance an Insured Person shall suffer serious Bodily Injury or Sickness and shall call the Chubb Assistance service through American Express Platinum Cards Service Hotline for urgent medical evacuation or emergency assistance anywhere outside of Hong Kong, the following benefits/services will be provided:

#### 1. Emergency Medical Assistance

### 1.1 Dispatch of essential medicines not readily available

If medical supplies are necessary for treatment of an unforeseeable disease or Accident of an Insured Person and which cannot be obtained locally, Chubb Assistance will do its utmost to obtain and dispatch them to the Insured Person at the earliest possible time. The cost of such medicines, any duties and taxes, if applicable, will be borne by the Insured Person, including any duties and taxes (if advanced). These will be billed to the Insured Person's Platinum Card Account within thirty (30) days from the date of the service.

### 1.2 Medical assessment of treatment received locally / Medical monitoring

Chubb Assistance shall take all reasonable steps to obtain a medical assessment of the treatment of an Insured Person and co-ordinate and, where it is medically advisable in the opinion of a Physician designated by Chubb Assistance ("Designated Physician"), monitor the local treatment until the Insured Person is released from treatment or is sent home. These steps include but are not limited to:

- (a) The Designated Physician shall follow up with the local Physician, discuss the preliminary diagnosis and evaluate the recommended treatment based on the information made available to the Designated Physician;
- (b) The Designated Physician will contact the local treating Physician throughout the treatment period, when deemed medically advisable, to monitor the progress of the Insured Person and to determine the adequacy and necessity of treatment being provided to the Insured Person. In cases where the Designated Physician does not deem it medically advisable to contact the local attending Physician every forty-eight (48) hours, or more frequently, while the Insured Person is in a Hospital, a representative for Chubb Assistance will contact the Insured Person at least every forty-eight (48) hours, if possible, and if not, will contact the local Physician in order to monitor the progress of the Insured Person.

### 1.3 Medical evacuation & repatriation

If the Designated Physician determines that an Insured Person is not receiving adequate medical treatment locally Chubb Assistance will organise his/her transfer to a more appropriate Hospital, at no cost to the Insured Person. If necessary, depending on the Bodily Injury or Sickness and if medically advisable, the Insured Person will be repatriated to the medical centre facility closest to his/her Place of Residence. If transportation is required, it will be arranged by one of the following

options: first class train, couchette or sleeping car, taxi, ambulance, commercial air carrier (on a scheduled flight - business class where possible), or air ambulance or any medically appropriate transportation means. Repatriation will not be provided for Sickness or Bodily Injury of a mild nature, which can be treated locally and does not prevent the Insured Person from continuing his/her Journey.

### 1.4 Emergency funds

To minimise financial inconvenience to an Insured Person in an emergency, the following services will be provided:

- When Chubb Assistance has been provided with information that the Insured Person is covered by a health insurance policy which would cover the services in question Chubb Assistance shall first ask the medical facility or local Physician to bill the insurance company of the Insured Person and, if the medical facility or local Physician is unwilling to do so, shall then request the medical facility or local Physician to bill the Insured Person directly, rather than requiring the Insured Person to pay on site.
- Where a local Physician or medical facility refuses to provide needed medical services to the Insured Person without receiving advanced payment for those services and/or obtaining a guarantee, upon the request of the Insured Person Chubb Assistance shall guarantee and, when necessary, advance for such payment, up to US\$8,000. If the Insured Person is unconscious and Chubb Assistance determines it is necessary to offer such a guarantee or to advance payment to a local Physician or medical facility, Chubb Assistance shall do so on the Insured Person's behalf if a family member is not available for this purpose. All such payments will be billed to the Insured Person's Platinum Card Account.

### 1.5 Visit of an immediate family member to an Insured Person's Hospital bedside

Chubb Assistance shall arrange and pay for emergency round trip economy class transportation for one family member of an Insured Person to travel to the place of treatment of the Insured Person if:

- The Insured Person is travelling alone or with a Child of sixteen (16) years old or younger, or with a travelling companion who is not a family member and who has been required to leave the Insured Person; and
- A Designated Physician, in consultation with the local Physician, reasonably anticipates that the Insured Person will be hospitalized for ten (10) consecutive days or more, Chubb Assistance shall arrange accommodation for the family member but shall have no responsibility for the cost of the accommodation, meals or other expenses of the family member.

### 1.6 Repatriation of dependent Child(ren)

If the dependent Child(ren) aged sixteen (16) years old or younger, travelling with an Insured Person at the time of Bodily Injury or Sickness of the Insured Person, are left unattended, Chubb Assistance shall arrange and pay for oneway economy class transportation to return the Child(ren) to his/her Place of Residence. Should it be necessary for the Child(ren) to be accompanied by an attendant, Chubb Assistance shall pay for a qualified escort to accompany the

If the Child(ren) or a member of the Insured Person's family designates a return destination other than the Insured Person's Place of Residence, Chubb Assistance shall make the travel arrangements, purchase the tickets and pay for such travel, up to the cost of travel to the Place of Residence of the Insured Person. Any extra expense will be charged to the Insured Person's Platinum Card Account.

### 1.7 Transportation of a travelling companion

If a decision is made to evacuate or repatriate an Insured Person to another Hospital or treatment facility, Chubb Assistance will provide for one-way air transportation for one travelling companion (the "Covered Travelling Companion") to return to the Place of Residence of the Insured Person under the following circumstances:

- if the original ticket of the Covered Travelling Companion has become invalid as a result of delay caused by the Sickness or Bodily Injury of the Insured Person, the class of air transportation will be the same, if available, as the Covered Travelling Companion's original ticket;
- if the Covered Travelling Companion holds no ticket to return to the Place of Residence, Chubb Assistance will provide for one-way economy class transportation. If the Covered Travelling Companion designates a return other than the Place of Residence of the Insured Person, Chubb Assistance shall make the travel arrangements, purchase the tickets and pay for such travel up to the cost of the travel to the Place of Residence of the Insured Person provided above. Any extra expense will be charged to the Insured Person's Platinum Card Account.

### 1.8 Transmission of urgent messages

If Chubb Assistance has been notified that an Insured Person has been admitted to a medical facility, within forty-eight (48) hours of such admission or at the time when the Insured Person is first reachable by telephone, whichever is the latest, Chubb Assistance shall ask the Insured Person admitted to the medical facility whether he/she would like Chubb Assistance to contact the immediate family, next-of-kin or business associates. Chubb Assistance shall use its best efforts to make any such contact requested by the Insured Person. As long as Chubb Assistance exercises due care and transmits such information in a reasonable manner, Chubb Assistance shall have no responsibility for, and the Insured Person shall

indemnify Chubb Assistance for any damages caused by any information transmitted by Chubb Assistance on behalf of the Insured Person.

### 1.9 Transportation of the travelling companion to the new place of hospitalisation

When Chubb Assistance moves an Insured Person from one Hospital to another, other than a medical facility near his/ her Place of Residence, Chubb Assistance shall arrange and pay for one travelling companion of the Insured Person or a family member who is with the Insured Person, but not both, to travel to the new Hospital location. The travelling companion will use the same mode and class of transport as the Insured Person, whenever practicable.

### 1.10 Emergency hotel expenses

Chubb Assistance will arrange and pay up to HK\$1,500 per night for a hotel room, up to a maximum of five (5) nights, in case an Insured Person has to remain in the country where travelling for emergency medical treatment or further medical check ups, or for the purpose of convalescence monitored and agreed by a Designated Physician, if this treatment will extend the trip duration of the Insured Person beyond his/her original plans.

### 1.11 Repatriation of mortal remains

In case of death of an Insured Person, Chubb Assistance shall arrange the prompt transportation of the mortal remains back to his/her Place of Residence. Chubb Assistance shall pay all associated expenses, including up to HK\$5,500 for a coffin or other encasement of remains suitable for travelling purposes, excluding the cost of any ceremonies or burial. The choice of coffin or encasement is at the discretion of Chubb Assistance.

#### 1.12 Return home on the death of a relative

Chubb Assistance shall make travel arrangements and pay for the cost of an Insured Person, including but not limited to purchasing an economy class airline ticket, to return as soon as possible to his/her Place of Residence in the event of death of a relative, in order to attend the deceased's funeral, of any one of the following residing in Hong Kong: father, mother, parent-in-law, legal spouse, child, brother or sister, providing the Insured Person's travel ticket is not valid for an early return to his/her Place of Residence.

### 1.13 Referrals to medical service providers

Chubb Assistance shall provide an Insured Person with the name, address and telephone number of a nearby medical service provider, such as doctors, Hospitals and clinics. Wherever possible, the Insured Person will be provided with the details of two or more providers. The final selection of the provider shall be the responsibility of the Insured Person.

### 1.14 Replacement of spectacles / contact lenses / prescribed medicines

Chubb Assistance will arrange and organise transportation of replacement spectacles or contact lenses left behind or lost or urgently needed prescribed medicines by an Insured Person not readily available in the country in which the Insured Person is travelling, provided that the Insured Person is able to provide sufficient information to Chubb Assistance to locate the optical provider regularly used by him/her, or in the case of medicines, the necessary prescriptions. Costs of research, transport, and packing will be paid by Chubb Assistance. The cost of replacement lenses, spectacles or medicines, and any costs incurred due to import duties or taxes will be charged to the Insured Person's Platinum Card Account within thirty (30) days from the date of shipment.

#### **General Restrictions**

- There may be certain countries where emergency medical assistance services are not available or capabilities may be limited. The following conditions restrict the ability to render these standard assistance services: War/civil strife/invasion, natural disasters, Riots/terrorist activities/hostilities; Strikes or industrial actions; circumstances where there is danger of explosion/nuclear radiation/economic sanctions etc.
- 2.2 In the event of a medical emergency, when a Designated Physician, in consultation with a local attending Physician, determines it is medically necessary for an Insured Person to be transported to a different Hospital or repatriated to his/ her Place of Residence for proper medical treatment, Chubb Assistance will arrange and pay for the transport under proper medical supervision. All decisions as to the medical need for evacuation/repatriation, the means and/or timing of any evacuation/repatriation, the medical equipment and medical crew to be used, and final destination, are medical decisions which will be made by the Designated Physician in consultation with a local treating Physician based on medical factors, and their decisions shall be conclusive in determining the need for such services.
- 2.3 Except for Designated Physicians, the health care professionals, and/or any other professional who provides the services enumerated herein, are independent contractors and Chubb Assistance shall not be liable for the negligence or other wrongful acts or other omissions of such health care professionals.

### **Exclusions**

### 3.1 Existing medical conditions

Chubb Assistance shall have no obligation to provide medical assistance to an Insured Person where the Sickness giving rise to the necessity of medical attention falls within any of the following categories: illness arising from a medical

AMEX Group Travel Insurance Plan - T&C for Platinum Card members. Hong Kong. Published 03/2017.

©2017 Chubb. Coverages underwritten by one or more subsidiary companies. Not all coverages available in all jurisdictions. Chubb® and its respective logos, and Chubb.Insured.SM are protected trademarks of Chubb.

condition which existed prior to the period of a covered Journey (unless the treating Physician or treating specialist has given specific written confirmation of fitness to travel prior to departure); Sickness and Bodily Injury resulting from the use of drugs; attempted suicide or mental illness; premature birth or miscarriage occurring during the period of three (3) months prior to the estimated date of delivery.

#### **3.2** Repatriation of persons

Chubb Assistance shall have no obligation to repatriate an Insured Person in case of the following: Sickness or Bodily Injury of a mild nature which can be treated on the spot or which does not prevent the Insured Person from continuing his/her Journey, fractures and sprains of a mild nature, chronic diseases, pregnancies unless an unforeseeable complication arises (limited to the first six (6) months of pregnancy), abortions, recovery periods of Sickness contracted before the commencement of the Journey (unless the treating Physician or treating specialist has given specific written confirmation of fitness to travel prior to departure), attempted suicide, Accidents occurring while the Insured Person is participating in any official sports contest, Pre-existing Medical Condition(s).

#### **3.3** Failure to notify Chubb Assistance

The Company and Chubb Assistance shall not be held responsible or liable for any services not directly performed by Chubb Assistance or shall not reimburse any party under any circumstances if Chubb Assistance has not been involved in performing the assistance services.

#### 3.4 Limitation of ticket arrangement

When Chubb Assistance organises a repatriation or other transportation, and if the covered claim does not oblige Chubb Assistance to change the date on which the Insured Person has initially planned to go back home, or if the Insured Person's ticket can be modified, Chubb Assistance shall ask the Insured Person to use his/her ticket. In instances where Chubb Assistance has paid the Insured Person's transportation back home, the Insured Person shall send his/her unused ticket to Chubb Assistance.

#### 4. Legal Services

#### **4.1** Referrals and advance of lawyers' fees

Chubb Assistance shall provide an Insured Person with the name, address and telephone number of a local lawyer. Wherever possible the Insured Person shall be referred to two or more lawyers. Although the final selection of a lawyer shall be the responsibility of the Insured Person, Chubb Assistance guarantees that any lawyer to which it refers to the Insured Person shall be admitted to practice in accordance with the laws of the relevant jurisdiction, be of good repute and has not been the subject of any reprimand or malpractice proceedings. Chubb Assistance shall advance emergency funds to the Insured Person to pay for fees and costs associated with such representation, up to US\$10,000. This amount will be billed to the Insured Person's Platinum Card Account within thirty (30) days from the date of advance of the legal fee.

#### **4.2** Advance of bail bond

Chubb Assistance shall attempt to secure and properly post, where possible, bail bonds for an Insured Person, up to US\$10,000, for incarceration occasioned as a result of a traffic Accident or an administrative complication. The bond cost shall be borne in full by the Insured Person and will be billed to the Insured Person's Platinum Card Account within thirty (30) days from the date of posting of the bond, for repayment.

#### **Conditions:**

- (a) The total advance for legal services and bail bonds is limited to US\$10,000 per incident.
- (b) If an Insured Person does not attend the court hearing at the arranged date, Chubb Assistance may launch immediate action to recover the loss of the bail bond and pursue the Insured Person for immediate repayment.

#### 5. 24-Hour Worldwide Assistance

Chubb Assistance will assist an Insured Person in case of emergency abroad in the event of Accident, Sickness or serious loss with the following assistance services.

### **Pre-trip Assistance**

- Visa requirements
- health advice for international travel
- exchange rate information
- · vaccination and immunization requirements
- · consulate and embassy information
- weather information

### **During Travel**

- 24-Hour telephone advice from Chubb Assistance doctor
- assistance with emergence travel arrangement

- names and contact information for doctors, dentists, hospitals and clinics
- · names and contact information for lawyers and appropriate legal aid agencies
- contact information for consulates and embassies
- names and contact information for interpreters

To receive the above Emergency Medical Assistance services and the 24-Hour Worldwide Assistance service under Section III of Part I of this Policy, the Insured Person shall simply make a call to:

#### American Express Platinum Cards Service, Hong Kong

#### 0 +852 2277 2233

#### Section IV - Personal Cash and Document

The Company shall indemnify an Insured Person up to an amount not exceeding HK\$3,000 for:

- (a) loss of cash, banknote or travellers' cheques of the Insured Person as a result of Robbery during a Journey and the Period of Insurance;
- (b) replacement of personal travel documents or travel tickets if they are stolen or taken from the Insured Person by force, violent means, or by threats of violence during a Journey and the Period of Insurance.
- (c) Loss in respect of leaving cash, banknotes, travellers' cheques, travel tickets and/or travel documents unattended is excluded from cover under this Section.

#### **Proviso:**

- (a) Loss of cash, banknotes, travellers' cheques, travel tickets and/or travel documents which are not reported to the police within twenty-four (24) hours from discovery of loss is excluded from cover under this Section.
- (b) Losses due to error or omission or depreciation in value is excluded from cover under this Section.

### Section V - Baggage and Personal Effects

The Company shall indemnify an Insured Person up to an amount not exceeding HK\$15,000 in aggregate and a sub-limit of HK\$2,000 per item, pair or set for each Insured Person in respect of loss or destruction of or damage to the Insured Person's baggage, clothing and personal effects which forms part of the baggage during a Journey and the Period of Insurance.

### **Exclusions:**

The Company shall not be liable for any loss in respect of

- (a) loss or destruction of or damage to contact corneal cap or micro lenses, stamps of any kind, manuscripts or documents of any description, medals, coins, bonds, securities, travellers' samples or camping equipment and the breakage of skis;
- (b) loss, destruction or damage due to wear and tear, depreciation, insects, vermin or other deterioration, mechanical or electrical breakdown or derangement or any process of cleaning, restoring or renovating;
- (c) the breaking of or damage to crockery, china, glass, sculpture, curios, pictures, musical instruments, skis or fragile articles of any kind unless caused by fire, theft or an Accident to the vehicle, vessel or aircraft conveying the article;
- (d) loss, destruction or damage occasioned by or in consequence of confiscation, nationalization, requisition or willful destruction by any government public or municipal local or customs authority;
- loss of or damage to property insured under any other insurance policy, or otherwise reimbursed by common carrier or hotel;
- (f) loss of or damage to Insured Person's baggage sent in advance or souvenirs and articles mailed or shipped separately;
- (g) loss of or damage to Insured Person's baggage left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property;
- (h) loss of business goods or samples;
- (i) loss of data recorded on tapes, cards, discs or otherwise.

#### **Proviso:**

(a) An Insured Person shall observe ordinary and proper care in the supervision of the baggage. In the event of loss, destruction of or damage to the Insured Person's baggage or personal effects, the Insured Person shall immediately take steps to minimize the damage and recover any missing property and give notice to any air transport, rail or steamship company or any other third party who had custody of the baggage which may be responsible for the loss, destruction or damage and a written report obtained.

- (b) The Company may at its own option make good the loss, destruction or damage as an alternative to making the payments provided for in this Section.
- (c) Where an item forms part of a set or pair, the Company shall pay the proportional value of the item that is lost, stolen or damaged but not the entire set or pair.

#### Section VI - Baggage Delay

If during a Journey and the Period of Insurance an Insured Person's checked-in baggage accompanying the Insured Person has been delayed by the carrier, misdirected by the carrier or temporarily misplaced by the carrier for more than twelve (12) hours after the Insured Person's arrival at the airport of the scheduled destination abroad, the Company shall pay an amount of HK\$400 for each full twelve (12) hours of delay for the emergency purchase of essential clothing and toiletries up to a maximum amount of HK\$3,200 for each Insured Person.

#### **Proviso:**

- (a) The Company shall be provided with receipts or other evidence of purchases.
- (b) In the event of a claim under this Section, an Insured Person shall obtain written confirmation from the carrier or its agents stating the number of hours of delay and the reason for such delay.
- (c) An Insured Person cannot claim under Section V and VI for the same items.

#### Section VII - Flight Delay

If during a Journey and the Period of Insurance, the departure of an aircraft in which an Insured Person had arranged to travel is delayed at least twelve (12) hours from the time specified by the carrier due to Strike, industrial action, adverse weather conditions, mechanical breakdown of such carrier, the Company shall pay an amount of HK\$400 for each full twelve (12) hours of delay up to a maximum amount of HK\$3,200 for each Insured Person.

#### **Proviso:**

- (a) In the event of a claim under this Section, an Insured Person shall obtain written confirmation from the carrier or their agents stating the number of hours of delay and the reason for such delay.
- (b) Loss as a result of the failure of an Insured Person to act according to the items specified below is excluded from cover under this Section:
  - i. check in for the departure by the time specified by the carrier;
  - ii. act upon the express instructions of the carriers or their agents, the airport and the port authorities as appropriate.
- (c) Loss as a result of Strike or industrial action which has commenced or has been announced before a Journey is excluded from cover under this Section.

#### Section VIII - Missed Departure

If an Insured Person's missed departure during a Journey and the Period of Insurance is a direct result of the failure of the public transport to get the Insured Person to the departure port or airport due to Strike & other industrial action, Riot, Civil Commotion, hijack or adverse weather conditions, the Company will pay the additional transport expenses incurred in reaching the Insured Person's planned destination. Provided that the total liability of the Company under this Section shall not exceed HK\$10,000 for each Insured Person.

#### Section IX - Trip Cancellation/Curtailment

If during a Journey and the Period of Insurance an Insured Person's Journey is cancelled, rescheduled or curtailed, the total liability of the Company under this Section shall not exceed HK\$30,000 for each Insured Person in respect of:

- (a) loss of deposits or payments in advance for the air tickets of an Insured Person which are not recoverable from any other source upon cancellation of air tickets;
- (b) service charges levied to an Insured Person by an airline for changing reservations;
- (c) loss of deposits or payments in advance which are not recoverable from any other source for travel and accommodation in respect of any of the Insured Persons which the Insured Person shall have already paid or contracted to pay at the time of cancellation of the Journey or shortening the period of the Journey;
- (d) reasonable additional transportation and accommodation expenses including reimbursement of outward and return travel costs necessarily incurred by the Insured Person resulting from such cancellation, rescheduling or shortening of the Journey,

#### necessitated by

(a) hijack of the aircraft in which the Insured Person is travelling as fare paying passenger;

AMEX Group Travel Insurance Plan - T&C for Platinum Card members. Hong Kong. Published 03/2017.

©2017 Chubb. Coverages underwritten by one or more subsidiary companies. Not all coverages available in all jurisdictions. Chubb® and its respective logos, and Chubb.Insured.SM are protected trademarks of Chubb.

- (b) the death, Bodily Injury, Sickness, or compulsory quarantine of the Insured Person or travelling companion;
- (c) the death or Bodily Injury or Sickness of the Spouse, parents(in-laws); siblings, children; close business associate of the Insured Person or travelling companion;
- (d) jury or witness service of the Insured Person or travelling companion;
- the Insured Person or travelling companion's home being rendered uninhabitable by occurrence of fire, explosion or earthquake;
- (f) Strike, industrial action, or adverse weather or mechanical breakdown of the Insured Person's transporting carrier resulting in delay of at least twenty-four (24) hours from the time specified by the carrier, vessel or aircraft in which the Insured Person is booked to travel.

#### **Proviso:**

- (a) An Insured Person shall take all possible steps to recover the outlay for travel and accommodation deposits and payments.
- (b) The Company will not pay for any loss caused directly or indirectly by government regulations or control, bankruptcy, liquidation or default of travel agencies, or carrier caused cancellation.
- (c) The Company will not pay for any loss that is covered by any other existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation.
- (d) Any loss resulting from the failure of an Insured Person to act according to the items specified below is excluded from cover under this Section:
  - i. check in for the departure by the time specified by the carrier;
  - ii. act upon the express instructions of the carriers or their agents, the airport and the port authorities as appropriate.
- (e) Loss as a result of Strike or industrial action which has commenced or has been announced before a Journey is excluded from cover under this Section.

#### Section X - Personal Liability

The Company shall indemnify an Insured Person against legal liability to a third party up to a maximum amount of HK\$1,000,000 for each Insured Person arising from an event occurring during a Journey and the Period of Insurance as a result of:

- (a) Accidental death or Bodily Injury of any person;
- (b) Accidental loss of or damage to property of a third party.

The Company shall in addition indemnify an Insured Person against third party costs and expenses and damages provided such Insured Person does not admit liability on or enter into any settlement agreement with a third party unless the written consent of the Company is obtained.

### **Exclusions:**

The Company shall not be liable in respect of any liability directly or indirectly arising from

- (a) death or Bodily Injury of any member of an Insured Person's family or any employee of an Insured Person;
- (b) loss of or damage to property belonging to or in the custody or control of any member of an Insured Person's family or any employee of an Insured Person;
- (c) any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement;
- d) the employment, business or profession of any Insured Person;
- (e) the ownership of land or buildings by any Insured Person,
- (f) the occupation of land or building by ay Insured Person other than temporary holiday accommodation;
- (g) the use of horses, vehicles, boat, lifts, aircraft, model aircraft or any kind of watercraft.

### **Proviso:**

(a) The indemnity payable under this Section shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.

#### Section XI - Limit of Claims

(a) The aggregate Benefit Amount for the Basic Platinum Card member, his/her Spouse and/or dependent Children shall be limited to 200% of the individual limit for each Section. In addition the aggregate Benefit Amount for the Child(ren) of the

Basic Platinum Card member shall be limited to 25% of the individual limit in the case of cover for Personal Accident in Section I and in all other cases 100% of the individual limit for each Section.

(b) Winter and water sports of amateur nature are covered under this Policy.

### Part II - Definitions

In this Policy:

### **Accident:**

A sudden, unforeseen and fortuitous events and "Accidental" shall be construed accordingly.

### **Benefit Amount:**

The amount of benefit as stated in this Policy under all Sections in Part I - Benefits of this Policy.

#### **Bodily Injury(ies):**

Accidental bodily injury occurring whilst this Policy is in force, resulting solely and directly from an Accident caused by external, violent and visible means or by taking part in amateur sports. Drowning, gassing, poisoning from or exposures to the elements are included in this cover.

#### Child(ren):

All Basic Platinum Card member's legally dependent unmarried child(ren) including step child(ren) who are over thirty (30) days and under twenty-one (21) years of age residing in the Basic Platinum Card member's household.

### **Chubb Assistance:**

The independent service provider appointed by the Company to provide emergency medical assistance, legal services, advance of bail bond, 24 hours worldwide assistance services as describe in section III - Evacuation and Repatriation Expenses.

#### **Civil Commotion:**

A disturbance, commotion or disorder created by civilians usually against a governing body or the policy thereof.

#### **Company:**

Chubb Insurance Hong Kong Limited.

#### Country of Residence/Place of Residence:

Hong Kong. If an Insured Person who is holding a valid Hong Kong Identity Card and is seconded to any country outside of Hong Kong or studying in any country overseas, the Country of Residence/Place of Residence shall mean the country the Insured Person currently residing in provided the Insured Person is a holder of authorized permit issued by the immigration authorities permitting the Insured Person to remain in that country otherwise than as a tourist.

#### **Electronic Equipment:**

Any computer or other equipment or system for processing, storing or retrieving data and includes any computer hardware, firmware or software, media, microchip, integrated circuit or similar device, and other related components.

#### Hospital:

A hospital duly registered with the government authorities which has 24-hours a day nursing services by registered graduate nurses; and organized facilities for diagnosis and major surgery.

#### **Insured Person(s):**

The American Express

- (a) Basic Platinum Card member;
- (b) Basic Platinum Card member spouse regardless of whether he/she is a Supplementary Cardmember;
- (c) Basic Platinum Card member Child(ren) over thirty (30) days and under the age of twenty-one (21), regardless of whether the Child is a Supplementary Cardmember; and
- (d) Platinum Supplementary Card members under the Basic Platinum Card member's card account

provided that the above mentioned cards are issued by the Policyholder in Hong Kong.

#### Journey:

AMEX Group Travel Insurance Plan - T&C for Platinum Card members. Hong Kong. Published 03/2017. ©2017 Chubb. Coverages underwritten by one or more subsidiary companies. Not all coverages available in all jurisdictions. Chubb® and its respective logos, and Chubb.Insured.SM are protected trademarks of Chubb.

The period of travel commencing from the Insured Person either leaving his/her Country of Residence/Place of Residence where the trip starts to commence a journey directly to the immigration counter and shall continue until such time as he/she returns to his/her Country of Residence/Place of Residence, or at the expiration of a ninety (90) day period beginning from the date such covered journey commenced, or upon expiry of this Policy or upon he/she ceasing to be an Insured Person as defined in this Policy, whichever is earlier.

#### **Loss of Hearing:**

Permanent total irrecoverable loss of hearing.

#### **Loss of Limb:**

Total functional disablement or loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.

### **Loss of Sight:**

The entire and permanent irrecoverable loss of eyesight.

### Loss of Speech:

The disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.

### **Medical Expenses:**

All reasonable and customary costs necessarily incurred by an Insured Person outside of his/her Country of Residence/Place of Residence during a Journey for Hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Physician up to maximum of one (1) year overseas treatment except the Company will further provide cover for related medical expenses incurred by the Insured Person within three (3) months after returning to Hong Kong or his/her country of domicile/residence up to a maximum of HK\$30,000 only in the case for follow-up medical treatment of the Bodily Injury sustained by the Insured Person during the Journey.

#### Nuclear, Chemical, Biological Terrorism:

The use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the Period of Insurance of this Policy by any person or group(s), of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any Section of the public, in fear.

### **Chemical Agent:**

Any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

### **Biological Agent:**

Any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

#### Period of Insurance:

one (1) calendar year from the commencement date of April 1 .However, if the Policy is cancelled or otherwise terminated, the Period of Insurance will be from the commencement date up to and including the date of cancellation or termination.

#### **Permanent:**

Lasting twelve (12) consecutive months from the date of Bodily Injury and at the end of the period beyond any hope of improvement or recovery.

### **Permanent Total Disablement:**

Disablement which having lasted for at least twelve (12) consecutive months will, as confirmed by a Physician that in all probability, entirely prevent an Insured Person from engaging in gainful employment of any and every kind for the remainder of his/her life. Payment of Permanent Total Disablement in relation to any Insured Person shall constitute immediate and full discharge of the duties, obligations and liabilities of the Company under this Policy in relation to that Insured Person. And such benefit provided to such Insured Person shall be automatically terminated forthwith.

### Physician:

Any person legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical or surgical service, but excluding a Physician who is the Insured Person, or the spouse or relative of the Insured Person

### **Policy:**

'This document.

### **Pre-existing Medical Condition(s):**

A medical condition contracted within six (6) months and/or having received medical treatment within twelve (12) months prior to the effective date of this Policy, whichever is earlier.

#### Riot:

The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not); or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance.

### **Robberv:**

Any acts of taking property of another by means of force or fear, which involves violence or threats of violence. This does not mean theft or pickpocket.

#### Sickness:

Sickness or disease contracted and commencing during the Period of Insurance.

#### **Specially Designated List:**

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.

#### Strike

The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

#### War:

War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

### Part III - General Exclusions

In addition to the excluded cover stated in each Section under Part I of this Policy, the Company will not pay for a loss under any Section of this Policy for loss or liability directly or indirectly arising as a result of:

- 1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), Strike, Riot and/or Civil Commotion, civil war, rebellion, revolution, insurrection, military or usurped power;
- 2. the Insured Person engaging or taking part in:
  - (a) naval, military or airforce service or any operation with any armed force of the country; or
  - (b) professional sports;
  - (c) aviation or aerial activities including as a pilot or aircrew member except air travel as a fare-paying passenger in a properly licensed, fixed wing multi-engined aircraft constructed to carry passengers and operated by a licensed regularly scheduled commercial air carrier:
- 3. the Insured Person's suicide, attempted suicide, suicide pact or agreement or intentional self-injury;
- 4. the Insured Person being in a state of insanity or psychiatric or psychological disturbance, physical impairment or deformity, depression or anxieties, mental or nervous disorder, stress;
- 5. the Insured Person being under the influence of alcohol or drugs unless, in the case of drug consumption, it is proved that such drug was taken in accordance with proper medical prescription and not for the treatment of drug addiction;
- 6. the Insured Person driving any vehicle while
  - (a) the alcohol content of his/her breath exceeds 35 microgrammes of alcohol in 100 millilitres of breath; and/or
  - (b) the alcohol content of his/her blood exceeds 60 microgrammes of alcohol in 100 millilitres of blood; and/or
  - (c) the alcohol content of his/her urine exceeds 107 microgrammes of alcohol in 100 millilitres of urine; and/or
  - (d) under the influence of alcohol so as to constitute the committal of an offence under the law of the place where the Accident causing Bodily Injury occurs, whether or not legal proceedings are commenced against the Insured Person in respect of any of the aforesaid. The said offence includes but not limited to the Insured Person driving while the alcohol content of his/her breath and/or blood and/or urine exceeds the legally permitted level(s) under the law of

the place where the Accident causing Bodily Injury occurs or, the Insured Person driving while being incapable of having proper control of the vehicle;

- if the Insured Person at the effective date of this Policy or before the commencement of a Journey had knowledge of any Pre-existing Medical Condition(s) or any other reasons why the Journey may have had to be cancelled, curtailed or rescheduled;
- 8. pregnancy, child birth or miscarriage of the Insured Person including complications resulting therefrom notwithstanding that such loss may have been accelerated or induced by Bodily Injury;
- 9. loss, destruction of or damage to any property whatsoever or any loss or expenses incurred whatsoever arising therefrom or any consequential loss directly or indirectly caused by or contributed to or arising from ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 10. any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities;
- 11. any prohibition or regulations by any government;
- 12. any breach of government regulation or following the warning of any intended Strike, Riot or Civil Commotion through or by general mass media, any failure of the Insured Person to take reasonable precautions to avoid a claim under the Policy;
- 13. the Insured Person not taking all reasonable actions to safeguard his/her property or to avoid injury or minimize any claim under the Policy;
- 14. travelling against the advice of a Physician or doctor or for the purpose of obtaining medical treatment;
- if any loss damage or legal liability covered under this Policy is also covered by any other insurance or compensated by any other party, the Company shall not be liable under this Policy except for any excess beyond the amount paid or would have been payable under other insurance or by the other the party. (not applicable for Section I of Part I of this Policy);
- 16. infection with Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC:
  - (a) For the purposes of this exclusion, the term Acquired Immune Deficiency Syndrome shall have the meanings assigned to it by the World Health Organization, at the time of hospitalization.
  - (b) Opportunistic infections shall include but are not limited to pneumocystis carinii pneumonia, organism of chronic enteritis virus and/or disseminated fungi.
  - (c) Malignant neoplasm shall include but not be limited to karposi's Sarcoma, central nervous system lymphoma and/ or other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome.
- 17. any loss directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- 18. any coverage or claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to any applicable trade and economic sanction, law or regulation or a Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.
- 19. any loss incurred in the Insured Person's Country of Residence / Place of Residence.

### Part IV - Claims

### 1. Notification of Claim

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured Person or his/her legal personal representative shall as soon as possible but in any case within thirty (30) days after expiry of a Journey, give notice in writing to the Company. The Insured Person shall furnish to the Company all such particulars and evidence and documents or otherwise and shall do all such things as the Company may reasonably require.

The Company must be notified immediately in the event of the death of an Insured Person resulting or alleged to result from Bodily Injury, and reasonable notice must be given to the Company before internment or cremation and of any postmortem examination or inquest and of the results thereof.

Failure to notify or provide proof of claim to the Company within the time limits specified in this Policy shall not invalidate a claim if it can be shown to the Company's satisfaction that it was not reasonably practicable to do so provided that all such notice and proof of claim shall be made as soon as reasonably practicable and, in any event, as regards proof of claim, within twelve (12) calendar months from the expiry of the period by which such proof would otherwise be required under this Policy.

#### 2. Verification of Claim

Any documents or evidence required by the Company to verify the claim shall be provided by the Insured Person(s) at his or her own expense. Any medical examination required by the Company to verify the claim will be at the Company's expense. The Company shall, in the event of the death of the Insured Person(s), be entitled to have a post-mortem examination performed at its own expense where it is not prohibited by law.

In no circumstances shall the Company be liable to pay benefits in respect of the Insured Person unless the medical adviser or adviser appointed by the Company for the purpose shall be allowed, so often as may be deemed reasonably necessary, to make, at the Company's expense, an examination of the Insured Person.

#### 3. Conduct of the Claim

The Insured Person must give whatever information or assistance upon request and must not admit, deny or negotiate any claim without the Company's written consent. Any writ, summons or other legal document served on the Company or any Insured Person in connection with a possible claim must be unacknowledged and sent to the Company immediately.

#### 4. Fraudulent Claims

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain benefit under this Policy, the Company shall be under no liability in respect of such claim.

#### Part V - Termination

- 1. The insurance provided under this Policy in respect of an Insured Person shall terminated immediately on the earliest of the following events:
  - (a) date the Insured Person is unable to meet the definition of Insured Person as defined in this Policy;
  - (b) the date of death of the Insured Person;
  - (c) the date of termination of the master policy.
- 2. Position of claims upon termination: Termination shall be without prejudice to any claim that occurs prior to the effective date of such termination.

### Part VI - Payment of Benefits

Benefits payable under American Express Group Travel Insurance shall be paid to the Insured Person or to the Insured Person's personal representatives or as otherwise directed in writing by the Insured Person.

Any receipt which the Insured Person or anyone acting on the Insured Person's behalf or his/her personal representative(s) 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 in respect of the entitled Benefit.

The Insured Person may from time to time by written notice to the Company designate a beneficiary or beneficiaries to whom the Benefits payable on his/her death under this Policy shall be made, and may revoke or change any such designation from time to time. No notice of designation or change in beneficiary shall be effective unless and until received and acknowledged by the Company and the Company shall in any event have no responsibility whatsoever as regards the validity or otherwise of any such notification.

### Part VII - General Conditions

### 1. Entire Contract

The Policy Schedule, statements and declarations contained herein shall be deemed incorporated in this Policy and together with all endorsements and amendments hereto shall constitute the entire contract. Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it may appear. No amendment to this Policy shall be valid until approved in writing by the Company and such endorsement or amendment must be signed by the Company's authorised representative.

### 2. Terms and Conditions

Terms and Conditions The due observance and fulfillment of the terms, provisions and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to the liability of the Company to make any payment under the Policy. If the Insured Person is in breach of any of the conditions or provisions of the Policy (including a claims condition), the Company may decline to pay a claim, to the extent permitted by law.

### 3. Subrogation

AMEX Group Travel Insurance Plan - T&C for Platinum Card members. Hong Kong. Published 03/2017. ©2017 Chubb. Coverages underwritten by one or more subsidiary companies. Not all coverages available in all jurisdictions. Chubb® and its respective logos, and Chubb.Insured.SM are protected trademarks of Chubb.

In the event of any payment under Part I of this Policy, the Company shall be subrogated to all the Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

### 4. Physical Examination and Autopsy

The Company at its own expense shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of a claim under Section I of Part I in this Policy and to make an autopsy in the case of death where it is not forbidden by law.

#### 5. Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (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.

### 6. 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 o obtained.

#### 7. Interest

No amount payable under this Policy shall carry interest.

### 8. Currency

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

#### 9. 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.

### 10. Governing Law

This Policy shall be governed and interpreted in accordance with Hong Kong SAR Law, except as otherwise stated herein.

In witness whereof, the Company has caused this Policy to be executed and commence on the first day of the Period of Insurance stated in the Policy. Provided that no insurance shall be in force unless the Policy Schedule attached hereto is signed by an authorised representative of the Company.

#### 11. 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.

### Part VIII - Making a Claim

If unfortunately an Insured Person needs to make a claim, the following advice may prove useful and help to bring about a speedy settlement.

- 1. Retain all the booking/purchase invoices/receipts. They have to be attached to the claim form.
- 2. If medical attention is received for Bodily Injury or Sickness, the Insured Person should, if possible, obtain receipts for all payments made plus a "Medical Certificate" showing the nature of the Bodily Injury or Sickness.
- 3. In case of an emergency call the American Express Platinum Cards Service Hotline immediately or within 5 days of such occurrence.
- 4. Any loss of money, credit card, or passport must be reported to the police or the consular general within 24 hours from discovery of loss and a written report obtained.
- 5. Any loss, destruction of or damage to baggage and personal effects should be reported immediately to the carrier, tour operator or hotel and a written report obtained. Evidence of value must be provided for items over HK\$2,000.
- 6. Obtain a claim form without delay from the Company and return it together with supporting documentation.
- 7. Please call our Claims Hotline at (852) 2861 9281 during office hours for enquiry of claims issues.

### Part IX - 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 and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, 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 paragraph a. 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 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 O +852 3191 6222 F +852 2519 3233 E 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 aggree to Your Personal Data and if We love any charges for providing

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.

AMEX Group Travel Insurance Plan - T&C for Platinum Card members. Hong Kong. Published 03/2017. @2017 Chubb. Coverages underwritten by one or more subsidiary companies. Not all coverages available in all jurisdictions. Chubb® and its respective logos, and Chubb.Insured.SM are protected trademarks of Chubb.



### **About Chubb in Hong Kong**

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include Property, Casualty, Marine, as well as Accident & Health programs for large corporates, midsized commercial and small business customers. Over the years, it has established strong client relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

#### Contact Us

Chubb Insurance Hong Kong Limited 25th Floor, Shui On Centre No. 6-8 Harbour Road Wanchai, Hong Kong O +852 3191 6800 F +852 2560 3565 E A&HClaims.HK@chubb.com

## Chubb. Insured.<sup>™</sup>