

## 美國運通國泰航空獎賞計劃(「計劃」) 條款及細則

1. 若閣下同時為「亞洲萬里通」會員及美國運通國泰航空尊尚信用卡會員或美國運通國泰航空信用卡會員，方可參與此項計劃。如閣下現時並非「亞洲萬里通」會員，請登入[www.asiamiles.com](http://www.asiamiles.com)免費申請。
2. 基本卡及附屬卡會員所賺取之「亞洲萬里通」里數將自動轉換至基本卡會員的「亞洲萬里通」賬戶內，並可用作兌換「亞洲萬里通」夥伴航空公司的機票獎勵、客位提升及同行貴賓機票。閣下亦可以「亞洲萬里通」里數兌換其他生活品味獎勵。詳情請瀏覽[www.asiamiles.com](http://www.asiamiles.com)。
3. 美國運通國泰航空尊尚信用卡會員憑卡簽賬每HK\$6，即可自動轉換為1「亞洲萬里通」里數；而憑卡進行外幣簽賬(包括網上及其他消費)，簽賬滿等值每HK\$6即可自動轉換為1.5「亞洲萬里通」里數；美國運通國泰航空信用卡會員憑卡簽賬每HK\$8，即可自動轉換為1「亞洲萬里通」里數；而憑卡進行外幣簽賬(包括網上及其他消費)，簽賬滿等值每HK\$8即可自動轉換為1.5「亞洲萬里通」里數。外幣簽賬必須以外幣付款。外幣指港元以外的貨幣。若交易於呈交美國運通前已兌換成港元簽賬，外幣簽賬里數轉換率將不適用。以港幣付款之網上交易亦不會當作外幣簽賬。外幣簽賬不適用於費用，包括但不限於「運通財」提款費用和其他費用。下列款項不會賺取「亞洲萬里通」里數：財務費用、過期繳款附加費及其他費用及收費(包括年費及因不能兌現支票而收取之費用)、結餘轉換、運通財及其他現金服務及有關之手續費用、退款(包括海外簽賬退稅)、繳附稅項及其他於閣下之帳戶扣除的款項、經美國運通卡賬戶或綜合登記戶口繳付煤氣及電費之公營機構簽賬及購買美國運通旅行支票、禮券及禮券證書的款項。
4. 我們有權在任何時候終止此項計劃或取消或更改此項計劃之權益或其他詳情，並可對本條款作出修改，增加或刪除。此情況一旦出現，美國運通將預先通知基本卡會員。
5. 如閣下之月結單上有任何取消或退款之交易，我們有權將所賺取有關之「亞洲萬里通」里數從賬戶中扣除。
6. 倘若美國運通在會員之賬戶月結單所列之付款日期或以前，仍未收到最低付款額(「未償還款項」)，該月結單上所列簽賬而獲取之所有「亞洲萬里通」里數(包括獎賞里數)將一概在往後里數結餘中被扣除。任何有關未償還款項之里數扣減將顯示在未來的月結單上。在該未償還款項之原本付款到期日90天內，若會員之美國運通卡賬戶沒有被停用或取消，會員可在繳清未償還款項後要求恢復被扣除之里數。若該申請獲批核，美國運通將向會員之美國運通卡賬戶收取HK\$50之「亞洲萬里通」里數復原費用。會員須按每個美國運通卡賬戶及為每段結算期分別繳付復原費用。
7. 此項計劃乃美國運通國泰航空尊尚信用卡會員及美國運通國泰航空信用卡會員專享；美國運通積分計劃及消費回贈並不適用於美國運通國泰航空尊尚信用卡會員及美國運通國泰航空信用卡會員。
8. 如有任何爭議，美國運通將保留一切最終決定權。
9. 所有沒有給下定義之細則將與列於會員協議上的細則含有相同定義。

美國運通國際股份有限公司2016年4月

## 國泰航空優惠

除特別註明外，以下之國泰航空優惠只適用於**基本卡會員**以美國運通國際股份有限公司(「美國運通」)於中華人民共和國香港特別行政區或台灣發行的美國運通國泰航空尊尚信用卡或美國運通國泰航空信用卡簽付之賬項。有關之合資格簽賬的「亞洲萬里通」里數獎賞將於簽賬後的4至6個星期內直接存入**基本卡會員**的「亞洲萬里通」賬戶。

### 條款及細則：

馬可李羅會綠卡會籍申請費用豁免

當成功申請信用卡後，會員可於[www.cathaypacific.com](http://www.cathaypacific.com)網上申請馬可李羅會綠卡會籍並獲豁免會籍申請費用。當會員達到延續綠卡會籍準則，馬可李羅會將逐年為會員延續其會籍。現時，會員須在每個會籍年度內累積100會籍積分或繳付100美元的續會費方可延續綠卡會籍。如會員未能達到綠卡延續會籍準則，其馬可李羅會會籍將會被終止，而會員將會維持其「亞洲萬里通」會員會籍。國泰航空有限公司將保留更改馬可李羅會之條款及細則之權利。欲查詢有關馬可李羅會會籍的禮遇，請瀏覽[www.cathaypacific.com](http://www.cathaypacific.com)。

### 國泰航機購物優惠

只適用於國泰航空營運的航班。會員必須於購物時出示馬可李羅會/「亞洲萬里通」會員卡方可獲「亞洲萬里通」里數獎賞。每張簽賬單據之銀碼必須最少為HK\$500(淨價)。每HK\$5簽賬，國泰航空便將額外2「亞洲萬里通」里數存入會員之賬戶。

會員必須以美國運通國泰航空尊尚信用卡或美國運通國泰航空信用卡簽付全數賬項。專遞府上服務禮品及以禮券付款均不可賺取「亞洲萬里通」里數。優惠不可與馬可李羅會之航機購物優惠一併使用。

### 國泰航空網上訂票優惠

只適用於[www.cathaypacific.com](http://www.cathaypacific.com)網上訂購及以港幣付款之國泰航空付費機票。會員須以個人持有之馬可李羅會/「亞洲萬里通」會員號碼登入網頁訂購機票，並須同時完成該旅程。訂購機票時於費用詳情頁面輸入之「持卡人姓名」必須與馬可李羅會/「亞洲萬里通」會員登記姓名一樣。國泰航空根據機票價格以美國運通國泰航空尊尚信用卡每HK\$6簽賬，將額外1「亞洲萬里通」里數獎賞存入會員之賬戶；美國運通國泰航空信用卡每HK\$8簽賬，將額外1「亞洲萬里通」里數獎賞存入會員之賬戶。優惠不適用於透過[www.cathaypacific.com](http://www.cathaypacific.com)訂購由國泰假期提供之酒店及機票組合優惠、國泰航空中國網頁所訂購之機票或兌換獎勵機票。

會員必須以美國運通國泰航空尊尚信用卡或美國運通國泰航空信用卡簽付全數賬項。

### 延續里數費用、里數轉贈費用及透過「餽贈里賞」購買「亞洲萬里通」里數之9折優惠

只適用於[www.asiamiles.com](http://www.asiamiles.com)網上完成的交易。會員須以個人持有之馬可李羅會/「亞洲萬里通」會員號碼登入網頁，並須為同一會員作延續里數、里數轉贈或購買「亞洲萬里通」里數。有關之條款及細則，請瀏覽[www.asiamiles.com](http://www.asiamiles.com)。

會員必須以美國運通國泰航空尊尚信用卡或美國運通國泰航空信用卡簽付全數賬項。

國泰航空及「亞洲萬里通」之條款及細則同時適用。

## Priority Pass™會籍

### 條款及細則：

- 可免費獲享之Priority Pass會籍只適用於持有由美國運通國際股份有限公司(「美國運通」)於中華人民共和國香港特別行政區發行的美國運通國泰航空尊尚信用卡之基本卡會員，此優惠並不適用於附屬卡會員。
- 基本卡會員只須符合下列其中一項要求，即可免費享用Priority Pass 會籍：
  - 於信用卡會籍之首12個月內申請Priority Pass
  - 於上一信用卡會籍年度之12個月內簽賬達HK\$150,000
- 於成功申請Priority Pass會籍後，會員可於Priority Pass會籍年度內免費享用機場貴賓室4次。當會員使用4次免費機場貴賓室後，其後每次使用，Priority Pass將按當時的費用計算入美國運通國泰航空尊尚信用卡賬戶內。會員可登入[www.prioritypass.com](http://www.prioritypass.com)查看已使用機場貴賓室的次數及其後機場貴賓室使用費用。您的Priority Pass會籍資格將於更新美國運通國泰航空尊尚信用卡會籍時一同覆核。
- 會員之Priority Pass會籍可隨時因應下列情況取消，而毋須作任何事先通知：
  - 於上一美國運通國泰航空尊尚信用卡會籍年度之12個月內未能達到有關之簽賬要求，美國運通可隨時更改有關之簽賬要求並會向會員作事先通知；及/或
  - 會員已取消美國運通國泰航空尊尚信用卡；及/或
  - 美國運通國泰航空尊尚信用卡已被美國運通取消。
- 信用卡會員如因另一美國運通推廣計劃而持有Priority Pass會籍，Priority Pass將不會發出另外一張會員證。
- 會員的同行賓客如享用機場貴賓室，Priority Pass 將按當時的費用計算入美國運通國泰航空尊尚信用卡賬戶內。
- 美國運通將因應Priority Pass之要求，提供會員之信用卡賬戶狀況及任何資料之更新予Priority Pass，而該等資料僅作提供服務 (包括覆核會員之Priority Pass會籍) 之用途。
- 如有任何爭議，美國運通國際股份有限公司將保留最終決定權。
- Priority Pass保留於任何時候更改條款及細則之權利，而不會作任何事先通知。參與之機場貴賓室可於任何時候更改，而毋須作任何事先通知。查詢最新資料請瀏覽[www.prioritypass.com](http://www.prioritypass.com)。
- Priority Pass 之使用條款適用。

### 環亞機場貴賓室優惠

優惠只適用於持有由美國運通國際股份有限公司(「美國運通」)於中華人民共和國香港特別行政區發行的美國運通國泰航空尊尚信用卡或美國運通國泰航空信用卡會員。

美國運通國泰航空尊尚信用卡基本卡及附屬卡會員，每次享用貴賓候機室可選擇以下其中一項免費服務一次。

#### (1) 環亞機場貴賓室，設施包括：

- 自助餐美食及不含酒精之餐飲
- 淋浴設施
- 上網服務
- 本地 / 國際報刊及雜誌
- 本地電話服務
- 手提電話 / 手提電腦之充電服務

或

- 免費享用15分鐘肩背按摩服務

有關貴賓候機室之名單，請瀏覽[www.americanexpress.com/plazanetwork\\_ch](http://www.americanexpress.com/plazanetwork_ch)。

或

#### (2) Wellness Spa & Salon

- 免費享用15分鐘肩背按摩服務或洗髮及吹髮服務

### 條款及細則：

- 會員必需出示美國運通國泰航空尊尚信用卡及當天或翌日之有效登機証方可享此優惠。
- 不同地點之貴賓室有不同設施，請聯絡特定貴賓室了解詳情。
- 有關之費用將於會員之賬戶扣除。
- 優惠不可與其他推廣優惠同時使用。
- 如有任何爭議，美國運通國際股份有限公司將保留最終決定權。
- 如條款及細則有任何更改，恕不另行通知。

美國運通國泰航空信用卡基本卡及附屬卡會員憑有關之入場券，每次享用貴賓候機室可選擇以下其中一項免費服務一次，入場券將寄予基本卡會員。

(1) 環亞機場貴賓室，設施包括：

- 自助餐美食及不含酒精之餐飲
- 淋浴設施
- 上網服務
- 本地 / 國際報刊及雜誌
- 本地電話服務
- 手提電話 / 手提電腦之充電服務

或

- 免費享用15分鐘肩背按摩服務

有關貴賓候機室之名單，請瀏覽[www.americanexpress.com/plazanetwork\\_ch](http://www.americanexpress.com/plazanetwork_ch)。

或

(2) Wellness Spa & Salon

- 免費享用15分鐘肩背按摩服務或洗髮及吹髮服務

**條款及細則：**

- 會員憑入場券可免費到訪機場貴賓室一次或享用指定服務一次(「優惠」)。不同地點之貴賓室有不同設施，請聯絡特定貴賓室了解詳情。
- 會員須於機場貴賓室接待處出示入場券及美國運通國泰航空信用卡。不接受入場券之影印本。
- 會員必需出示當天或翌日之有效登機証方可享此優惠。
- 有關適用之費用如同行賓客之入場費，將於會員之賬戶扣除。
- 優惠不可與其他推廣優惠同時使用。
- 因享用優惠(包括但不限於直接或間接)而造成的損失或破壞，或人身傷害，美國運通國際股份有限公司概不負責，法律規定之責任除外。
- 如有任何爭議，美國運通國際股份有限公司將保留最終決定權。
- 如條款及細則有任何更改，恕不另行通知。

**專享早達3天前於網上優先兌換精選折扣獎勵機票，優惠將不定期推出**

美國運通國泰航空信用卡會員同時為馬可孛羅會銀卡或以上級別會員，可享3天前於網上優先兌換精選折扣獎勵機票。其他美國運通國泰航空信用卡會員，可享2天前於網上優先兌換精選折扣獎勵機票。受有關條款及細則約束。詳情請瀏覽「亞洲萬里通」網頁[www.asiamiles.com](http://www.asiamiles.com)。

**無憂消費主義**

無憂消費主義只適用於持有由美國運通國際股份有限公司(「美國運通」)於中華人民共和國香港特別行政區發行的美國運通國泰航空尊尚信用卡或美國運通國泰航空信用卡。

貴為美國運通國泰航空尊尚信用卡/美國運通國泰航空信用卡會員，您可專享多項優越權益及全面的購物保障服務。

**退貨保證\***

憑美國運通國泰航空尊尚信用卡/美國運通國泰航空信用卡在本港購買貨品後之30日內有任何不滿，毋須任何理由，便可退回美國運通\*\*。每件貨品可獲高達HK\$5,000退款，而退款每年更高達HK\$15,000。每件貨品的首HK\$150 為自付金額。

**45 日購物保障\***

凡以美國運通國泰航空尊尚信用卡/美國運通國泰航空信用卡簽購之貨品，如在45日內遇有被竊或意外損壞，均可獲得賠償。每年賠償總額可達HK\$400,000，而每次最高限額為HK\$30,000，當中首HK\$150 須為自付金額。

**延長保養服務\***

以美國運通國泰航空尊尚信用卡/美國運通國泰航空信用卡簽購之貨品，只要設有一至三年原廠保養，保養期即可自動延長一年。每年可獲高達HK\$150,000的修理費用，而每件貨品可獲保額高達HK\$40,000\*\*。

**價格保障\***

凡以美國運通國泰航空尊尚信用卡/美國運通國泰航空信用卡簽購任何貨品後，若於14天內發現本港其他店鋪標價較您所付的價格便宜，我們便會將差額退還給您\*\*，差額不少於HK\$150，而每件貨品可獲高達HK\$2,500退額，每年之退額可高達HK\$15,000。

\*索償或查詢有關詳情及條款細則，請致電客戶服務熱線。

\*\*一經遞交所需的全部證明文件並完成批核程序，有關款項將於10個工作天內直接存入您的信用卡戶口內。

**網上購物安全保證**

美國運通將在日常生活給您的全面保障伸延至網上世界，凡以美國運通國泰航空尊尚信用卡/美國運通國泰航空信用卡於網上購物，您毋須為任何未獲授權之交易負責^。有美國運通伴您購物，何時何地都份外安心！有關詳情，請瀏覽[www.americanexpress.com.hk](http://www.americanexpress.com.hk)。

^您只須即時通知美國運通有關被盜用之賬項及遵守有關之條款。「即時」是指紀錄該項被盜用簽賬之月結單的到期日或以前。

本計劃的承保人為安達保險香港有限公司。美國運通國際股份有限公司並非閣下的代理人或受信人，美國運通國際股份有限公司可於法律容許的情況下代表該保險提供者。

條款及細則的中英文版如有任何差異，概以英文版為準。

# 美國運通國泰航空信用卡會員協議

**重要聲明：**請小心地詳閱本使用條款。若閣下保存或使用信用卡，閣下則同意本使用條款。若閣下不接受任何之條款，請立即將信用卡剪成兩截並退回本公司。

## 一. 定義

「賬戶」指本行就信用卡所維持之任何賬戶；「附屬卡會員」指按基本卡會員所提出之要求下而接獲一張美國運通附屬信用卡之人士；「美國運通集團」指[美國運通公司]、其附屬公司及附屬成員；「基本卡會員」指開立信用卡賬戶之人士；「信用卡」指為操作賬戶而由本行發出的任何信用卡，不論是基本卡或附屬卡，及聯營卡，包括基本卡及附屬卡；「費用」指以信用卡所作出的交易，不論有否簽署任何費用記錄，及根據本條款須繳付的所有其他款項包括運通財現金、年費、逾期付款費用或其他收費；「聯營卡」指本行與聯營夥伴合作而發出的信用卡；「聯營夥伴」指其名稱或標誌出現在任何聯營卡上之公司；「條款」指所有條款；「商店」指接受信用卡付款之商號或機構；「本金」指把總費用減除所有條款下該繳付的費用及收費；「本行」及「本行之」指美國運通國際股份有限公司；「閣下」、「閣下之」及「信用卡會員」指姓名印在內附信用卡之人士。「通知書」指「美國運通致客戶有關《個人資料(私隱)條例》通知書」。

## 二. 信用卡之使用

- (1) 閣下必須立即簽署信用卡，並在信用卡表面上所示之有效日期內按本條款使用信用卡。
- (2) 信用卡應只由閣下使用。閣下不能給予或准許任何人士使用閣下之信用卡或以作為身份證明及任何其它用途，否則閣下將就使用信用卡所招致之所有費用負上法律責任。
- (3) 閣下不能退回使用信用卡所獲取之任何貨品、發票或服務，以換取現金。有關商店可同意將款項貸記入閣下之信用卡賬戶。
- (4) 閣下只可在閣下真誠地認為可在收取閣下之月結單時能夠完全繳付閣下之賬戶結欠才可使用信用卡。
- (5) 閣下只可將該卡用於真正購買貨物或服務之用途，而非任何非法或不當之用途，我們可酌情決定該等用途是否非法或不當。這表示（只作為例子且不限於）閣下不能使用該卡向閣下擁有任何所有權權益的或向與閣下有連關的任何第三方擁有任何所有權權益的商戶購買任何物品作現金周轉用途，或者進行任何非法賭博交易。如果我們相信曾有任何非法或不當使用的情況發生，我們有權拒絕授權簽賬的要求。

## 三. 信用額

現用以寄奉信用卡予閣下之卡套已列明適用於閣下信用卡之信用額(「信用額」)。閣下不應超出使用該信用額。若閣下之總結欠超逾該信用額，本行將於月結單發出日在閣下信用卡賬戶扣取超逾信用限額的費用。閣下可於任何時候要求檢討閣下之信用額。不管有沒有向閣下作出事先通知，本行可根據特殊情況全權於任何時候減少閣下之信用額。本行可以依據(但不限於)閣下賬戶內之還款記錄、信貸評級代理有關閣下的信貸資料或任何有關閣下個人狀況的重大不良轉變，向閣下信用卡賬戶作出合理信貸風險評估，及可以在不作事先通知下減少閣下之信用額。

## 四. 對費用之責任

- (1) 閣下對印有閣下姓名的信用卡費用之責任如下：

| 若閣下屬於 | 則閣下之責任為如下                    |
|-------|------------------------------|
| 基本卡會員 | 所有就使用向閣下或任何附屬卡會員發出之信用卡簽賬之費用。 |
| 附屬卡會員 | 所有就使用向閣下發出之任何附屬卡簽賬之費用。       |

## 五. 月結單

本行會向基本卡會員寄上月結單。月結單將列明所有費用詳情(包括運通財現金及收費)、財務費用、月結單日期、前單結餘、信貸、月結單結欠、信用額、在結單日期時之尚餘信用額、到期付款日期及最低付款額。

## 六. 費用及財務費用

- (1) 隨附於本條款之信用卡收費表列出了適用於閣下信用卡之所有收費及有關財務費用年息。根據適用之法規，本行可以透過給予閣下長達六十天預先通知以更改收費及有關財務費用年息。
- (2) 閣下擬支付之年費為所持有信用卡提供的權益及禮遇（不包括信貸服務）。
- (3) 如閣下於每月到期付款日期前已全數付清閣下在前期月結單上之未清還結餘，閣下無須就費用(運通財現金及結餘轉戶除外)繳付財務費用。
- (4) 如閣下未能就上述第六(3)條規定繳付費用，財務費用將根據(i)未清付之結單結欠由前一個結單日起每天計算，直至所有結欠繳清為止;和(ii)每項新簽費用(於前一個結單日後)由交易日期起每天計算，直至全部結欠繳清為止。
- (5) 財務費用之計算方法如下：
  - (i) 將須支付財務費用之每日結餘(包括新簽費用)乘以
  - (ii) 財務費用日息，以獲每日財務費用；後將適用月結單期間內的每日財務費用加起來。
- (6) 財務費用將於每一月結單期間之最後一天，從閣下之信用卡賬戶扣除並在閣下之月結單上列出。
- (7) 每次使用運通財服務提取現金需繳付手續費。而財務費用則由款項提取當日就尚未償還之運通財餘額以當時之財務費用年利率每日計算，直至閣下全數付清所有款項為止。

## 七. 最低付款額

閣下須在每一月結單內列明之到期付款日期繳付列明在該月結單上之最低付款額。最低付款額應為下列三項款項中最高一項：

- (i) 未償還本金之1.5%，加上100%的財務費用、利息、收費(包括年費)及所有其他適用之收費；或
- (ii) 閣下未償還餘額之4%；或
- (iii) HK\$220。

另加任何逾期最低還款額及任何超出信用限額之金額。閣下亦可於任何時候繳付不高於未償還餘額之款項。

## 八. 逾期付款費用

若本行在到期付款日期前仍未收到閣下月結單上列明之最低付款額，則本行將收取逾期付款費用。逾期付款費用會在隨後的月結單從閣下之信用卡賬戶扣除。

## 九. 付款方法

- (1) 閣下須以本行向閣下發出之月結單上指明之貨幣付款。本行可酌情決定閣下之最低付款額之運用次序。至於超出最低付款額之金額，本行會按由高至低次序，先繳付最高之財務費用款項，然後再繳付較低之財務費用款項。
- (2) 若本行接受逾期付款或部分付款或接受任何付款作為若干爭議之全數和解，本行將不會喪失任何法律或按本條款所賦予之任何權利，及並不代表本行同意更改本條款。
- (3) 閣下應為閣下之信用卡賬戶及任何其他美國運通卡賬戶分別付款，否則本行可酌情將付款撥入任何其中之一的賬戶或任何其他賬戶。

## 十. 違約

如閣下未能在任何款項到期日或之前向本行付款或閣下企圖超出使用閣下之信用額或閣下違反本條款內之任何責任，則本行有權將閣下之信用卡賬戶視為違約。在違約之情況下，本行保留權利在任何時候，並不會作出事先通知下 (i) 修訂尚餘信用額；(ii) 宣告閣下應向本行履行的責任下之所有款項立即到期及須繳付(包括尚未在閣下賬戶扣賬之交易)及 (iii) 暫停或取消閣下信用卡賬戶之優惠。

## 十一. 信用卡之遺失、盜竊及誤用

- (1) 若閣下遺失信用卡或信用卡被盜竊或閣下未有收到就更換信用卡之新信用卡或若閣下懷疑信用卡被他人使用，閣下須立即通知本行。
- (2) 在本行接獲通知後，閣下不需就任何未授權之費用負上法律責任。閣下在未通知本行前所產生之未授權費用之最高法律責任為HK\$250，惟閣下不得參與該等信用卡有關之誤用或任何利益。如因遺失或被竊而須本行補發新卡，本行將收取行政費用。

## 十二. 執行費用

本行可採取本行認為需要之行動以追討逾期款項包括聘用第三者收數代理機構。閣下須墊付本行合理收費包括合理的法律費用。

## 十三. 外幣費用

若閣下以港元以外的貨幣產生費用，該費用將兌換成港元。兌換將於美國運通處理有關費用當日進行，該日未必是閣下產生該費用之日，因其取決於該費用於何時呈交美國運通。若有關費用並非美元，兌換將透過美元進行，將有關費用款額兌換成美元，繼而將有關美元款額兌換成港元。若有關費用是美元，該費用則直接被兌換成港元。

除非適用法例規定特定匯率，否則閣下明白並同意美國運通庫務系統將會採用的兌換率乃依據其於處理費用之日前的營業日，從慣用業內來源所選出的銀行同業匯率，再加上2%的一次單獨兌換手續費。若費用在呈交本行之前已由第三者所兌換，則由該等第三者所進行的任何兌換將按照其所選用的匯率兌換。

以外幣簽賬的任何退款款額將一般有別於原本簽賬的款額，原因是：(i) 在大部份的情況下，退款時所適用的匯率將與簽賬所適用的原本匯率不同；及 (ii) 原本購物所收取的任何貨幣兌換佣金將不予退款。然而，我們不會對退款款額收取額外的貨幣兌換佣金。

## 十四. 付款不兌現

若由或為閣下發出之支票、直接扣賬或其他付款指示不能完全兌現，閣下同意支付本行未能兌現之款額及本行可向閣下收取行政費用。

## 十五. 單據或購買之問題

- (1) 閣下有責任向本行確認閣下每一月結單之準確性。若閣下對任何一項費用提出爭議，閣下必須在不遲於該月結單日期60天內通知本行，否則該月結單將被本行視為終局性的。本行將採取合理步驟以協助閣下解決有爭議性的費用，並提供就該具爭議性費用的資料。若本行同意就一項具爭議性的款項給予閣下暫時信貸，閣下必須向本行繳付所有其他費用。
- (2) 除法律另有要求，本行對使用信用卡而獲取之貨品或服務或若任何商店不接納信用卡將不負上法律責任。閣下必須向有關商店直接提出任何索償或爭議。閣下沒有權利就該索償或爭議而不向本行付款。
- (3) 若任何商店就一項費用給予閣下信貸，本行將在收到該款項後貸記入閣下之賬戶。

## 十六. 更換 / 補發信用卡

- (1) 當現時之信用卡到期，本行將向閣下更換及發出一張新信用卡。當本行向閣下發出賬單時，閣下同意支付信用卡年費(如有)，除非閣下以賬單日期起計30天內通知本行閣下欲取消信用卡。
- (2) 如本行於任何原因及情況下終止發出信用卡，本行將保留權利補發另一張美國運通卡予閣下。

## 十七. 外匯管制、稅務及法律要求

- (1) 閣下必須遵守適用於使用閣下之信用卡之外匯管制、稅務及任何其他法律。
- (2) 閣下必須繳付任何法律規定就信用卡或信用卡之使用而徵收之政府稅項、徵稅或其他費用或任何借記或貸記入閣下賬戶之款項。本行可將該全部款項或該款項之合理部分(由本行決定)在閣下之賬戶記賬及預先進行該等記賬，除非法律不允許。

## 十八. 閣下的個人資料

- (1) 在本條款內，以及本條款的其他處，「美國運通」指美國運通國際股份有限公司香港分行。
- (2) 本行已向閣下提供通知書，閣下亦可於[www.americanexpress.com.hk](http://www.americanexpress.com.hk)下載(請於網頁底部按「致客戶有關個人資料(私隱)條例(「條例」)通知書」之超連結)。通知書會解釋美國運通如何處理閣下的個人資料，列明閣下的個人資料所作用途、閣下的個人資料會向哪些人披露，以及概述閣下根據《個人資料(私隱)條例》(香港法例第486章)的權利(包括閣下選擇不將個人資料用作直銷用途的權利)，並提供處理閣下個人資料的美國運通職員的聯絡詳情。閣下的個人資料是重要資料。閣下應仔細閱讀通知書，以確保閣下理解閣下的權利及美國運通將如何使用閣下的個人資料。閣下在申請信用卡前，亦應閱讀申請表所載的聲明，如閣下不希望收到直銷資料，請在適當處選擇取消項目。
- (3) (a) 在不影響上文第(2)段之原則下，如閣下是美國運通國泰航空尊尚信用卡會員或美國運通國泰航空信用卡會員(統稱「美國運通國泰航空會員」)，本行擬將有關閣下賬戶之資料披露予國泰航空有限公司、其附屬公司及其他聯營公司(包括亞洲萬里通有限公司)(統稱「國泰航空」)，目的在於持續向閣下提供及更新有關它們之服務及產品之資料。  
(b) 本行亦擬為本行評分制度(在下文述明)之目的使用閣下之個人資料，而此舉可能構成根據《個人資料(私隱)條例》所指之「核對程序」。本行自閣下之交易模式及其他行為數據收集之資料將會與本行自其他美國運通國泰航空會員收集之資料進行比較。本行繼而會從此程序制定閣下之個人資料檔案，並擬與國泰航空共用此檔案。基於此程序，本行及/或國泰航空可能會或可能不會向閣下發送促銷資料，而此程序可能造成的不利後果為閣下將會獲發閣下可能不感興趣之促銷資料或者可能不會獲發閣下原應感興趣之促銷資料。如果閣下不想本行將閣下之個人資料用作此用途，閣下可透過在閣下之信用卡申請表格上作適當選擇，致電在閣下之美國運通卡背面列印之電話號碼與美國運通聯絡，又或登入[www.americanexpress.com.hk](http://www.americanexpress.com.hk)之美國運通管理您的運通卡賬戶(Manage Your Card Account (MYCA))，選擇拒絕將閣下之個人資料用作此用途。
- (4) 閣下有權隨時要求查閱本行持有有關閣下或閣下賬戶之資料，以及更新及改正該等資料。本行可徵收適度之收費，以彌補依從該等要求所產生之費用。上述要求應以書面作出，並送交香港太古城太古灣道12號太古中心四期18樓「美國運通個人資料保障主任」收。有關其他詳情，請參閱通知書。
- (5) 閣下若申請信用卡，即表示閣下將同意美國運通按照申請表、本條款和通知書的條款使用閣下的個人資料，惟須受閣下在申請表的特定選項所限制。

## 十九. 非接觸式付款

閣下的賬戶發卡可能設有非接觸式付款功能。閣下只要將卡放近讀卡器，不必刷卡或壓印卡，便可通過非接觸式付款，進行不超過我們所設簽賬上限的交易。請確保小心保管閣下的卡。我們可以在任何時候撤銷非接觸式付款。

## 二十. 運通財服務

閣下不得通過使用信用卡於自動櫃員機獲取現金，除非閣下已參與本行之運通財服務計劃。該運通財服務計劃則由另外的條款及細則所規管。

## 廿一. 連續付款

若閣下使用信用卡購買貨品或服務，而該貨品或服務需作定期付款或由本行提供之任何分期付款計劃(並由另外的條款及細則所規管)付款，例如保險費，閣下現授權本行於付款到期時付款予商戶(「連續付款」)。此乃閣下的責任通知商戶有關任何閣下信用卡或連續付款所用的賬戶之更改(例如信用卡號碼和到期日)，而閣下應及時行動以免中斷定期付款及商戶所提供之商品或服務。閣下授權本行持續連續付款，閣下亦同意負責所有連續付款之款項(包括但不限於費用入賬於已更換之信用卡內)，直至商戶停止以閣下信用卡之連續付款收費或閣下之信用卡賬戶被取消。如閣下之信用卡賬戶因閣下轉換至另一卡類別而被取消，本行會持續在有關信用卡賬戶被取消後為閣下處理定期付款60天。本行不會為任何在處理連續付款時的損失、費用、延期、疏忽或遺漏或任何不成功的付款負上法律責任。

## 廿二. 授權及暫停

本行可在不通知閣下之情況下拒絕接受任何費用授權要求。本行可在不通知閣下之情況下在任何時間暫停閣下使用信用卡之權利。本行可以其酌情權並按本行規定的條件恢復信用卡之使用。

### 廿三. 取消

- (1) 信用卡屬於本行財產，即是，在本行於任何時間或基於任何原因要求時，閣下必須向本行歸還該信用卡。商店或任何本行所指定的其他人士可代表本行收取信用卡。
- (2) 若本行在沒有原因下取消閣下之信用卡，本行會退回部分年費(如有)。如信用卡被取消或過期，閣下不可為任何目的再使用信用卡，而閣下須立即將信用卡剪成兩截。
- (3) 若閣下於年費之誌賬日期30天內通知本行取消閣下之信用卡，本行會退回全數年費。若閣下於年費之誌賬日期30天後通知本行取消閣下之信用卡，全數年費將不獲退回。
- (4) 閣下可在任何時間通知本行取消信用卡及剪掉或向本行交回信用卡，而基本卡會員可通知本行在任何時間取消附屬卡及剪掉或向本行交回信用卡。基本卡會員需為附屬卡所招致之任何費用負上法律責任，直至信用卡被剪掉或交還本行。美國運通無須負責解決基本卡會員及附屬卡會員間之私人爭議。
- (5) 當在信用卡被取消的情況下，所有閣下賬戶之欠款須即時繳付。當閣下交還所有信用卡及繳付所有閣下欠本行之款項，閣下之賬戶將被終止。

### 廿四. 本行之法律責任

在不抵觸適用的法律的情況下，閣下同意如果本行未能履行有關就閣下的信用卡賬戶的任何義務，而直接導致閣下有所損失或需支付其他費用，本行只需對該項損失或費用負責，但僅以上述情況為限。本行不會對相應而生的損失或任何其他並非直接及自然地引致的損失或損毀負責，包括在特別情況下引致的損失。在任何情況下，本行不會對由第三者所引致的損失或需支付之費用負責(例如：包括機械或系統上的運作失靈而影響該第三者)。

### 廿五. 保險中介人

本行會為閣下認定一些閣下可能感興趣的保險提供者及產品。當行使這角色時，本行並非作為閣下的代理人或受信人，及在法律容許的情況下，本行可代表該保險提供者。本行欲閣下明白，本行會向保險提供者收取佣金，而佣金可應有關提供者及產品而有所差異。同時，在某些情況下，某一非本地的美國運通實體可能作為再保人及可賺取再保收入。本行與某些提供者的安排，包括為產品作再保的潛在可能性，亦可能影響本行認定產品的類別。本行並非要求閣下購買任何保險產品，閣下可透過其他途徑並按其向閣下提供的條件選擇購買合適閣下保險需要的產品。

### 廿六. 分期付款計劃

- (1) 我們可不時提供分期付款計劃(「分期付款計劃」)，讓合資格的運通卡會員於香港某些指定的商店選擇分期支付費用，會員透過簽署分期付款計劃費用記錄(「費用記錄」)可選擇延期還款。分期付款計劃只適用於港幣2,000元或以上之費用，並只可在本行選定之商店使用。
- (2) 在閣下所選擇的分期結賬期間，閣下需要以每月等額分期形式支付費用之結算，該第一期付款將以隨後記錄該費用的月結單上的日期計算。閣下的信用額將在美國運通批准分期付款計劃後按費用總額相應而減少，但將在閣下按每期分期付款支付給美國運通後，回復至原有的信用額水平。
- (3) 閣下可隨時支付分期付款計劃下全數所欠費用但閣下必須致電通知本行。本行會於下一個月之月結單顯示分期付款計劃所須繳付的全數欠款餘額。若閣下沒有通知本行閣下打算預繳款項，本行只會記錄為多付款項及相應地該多付款項不會減少分期付款計劃內的未償還款項或將來未到期的分期付款。
- (4) 在閣下的運通卡或分期付款計劃取消或撤銷後，分期付款計劃內任何未繳付的總金額必須立即全數清付。
- (5) 即使有任何與此相反的條款，所有分期付款計劃支付的費用若引起任何爭議或投訴，必須直接向有關商店提出。儘管信用卡會員現正向商店提出或將來可能會向其提出申索，但信用卡會員仍須向美國運通支付分期付款計劃內所有應繳付的款項。

### 廿七. 更改本條款及通知書

- (1) 根據適用之法規，本行可在任何時間向閣下發出長達六十天預先通知以更改本條款及通知書。
- (2) 若閣下在發出通知後仍保存或使用信用卡，本行會假設閣下同意任何更改。
- (3) 若閣下不接受本條款或通知書之任何更改，閣下必須通知本行取消及剪掉信用卡或將信用卡交回本行。本行將按比例退回部分年費(如有)。
- (4) 閣下須為在交還信用卡或剪掉信用卡之前所引致之所有費用負上法律責任。
- (5) 除非本行另行書面同意，任何對本條款或通知書之權利放棄或更改將無效。

### 廿八. 通知

- (1) 本行會將任何賬戶月結單或通知寄往閣下所指定的賬單地址。
- (2) 若閣下同意，本行可以電子形式向閣下寄出月結單或通知。
- (3) 若閣下的姓名、賬單地址或電郵地址有更改，閣下必須立即通知本行。
- (4) 若賬單地址位於向閣下發出信用卡的國家以外地方，本行可向閣下收取額外賬戶年費。

### 廿九. 一般規定

- (1) 若閣下要求結單副本或費用記錄，本行可向閣下收取行政費用。
- (2) 本條款所提供的「收費表」內的收費、逾期付款及其他費用詳情由本條款印刷日起適用於閣下賬戶。本行保留修改及更新該等收費及費用之權利，並根據適用之法規，將給予閣下長達六十天預先通知。
- (3) 本行可在沒有閣下之同意下在任何時間轉讓本條款內之本行的權利及責任。
- (4) 如在任何時候有任何條款成為不合法、無效或不能執行，其他條款的合法性、有效性或執行性將不受影響。
- (5) 本條款由香港法律所規管。若本條款之中文譯本與英文本意義如有不合或爭議之處，應以英文本之解釋為據。

## American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card Travel Insurance

Chubb Insurance Hong Kong Limited (hereinafter called the "Company") hereby certifies an American Express Cathay Pacific Elite Credit Cardmember / American Express Cathay Pacific Credit Cardmember who receives this Certificate (superceding all prior certificates which are now null and void) has Travel Accident coverage as outlined below subject to the provisions, limits and other terms contained in the Master Policy which is held by American Express International, Inc. (hereinafter referred to as the "Policyholder"), and which may be inspected there.

Policy Number for American Express Cathay Pacific Elite Credit Card: NAC0000034

Policy Number for American Express Cathay Pacific Credit Card: NAC0000035

Policyholder: American Express International, Inc., Hong Kong

### Covered Person:

A person shall be a Covered Person under Policy Number NAC0000034 /NAC0000035 ('the Policy') only if:

i. He or she is the

- a) Basic or Supplementary Cardmember who has an American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card issued by the Policyholder and billed in Hong Kong Dollars; or
- b) legally married spouse or dependent child under age 23 of any "Covered Person" described in a) above; and
- ii. His or her American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card is billed by the Policyholder in Hong Kong Dollars.

For the purpose of this Policy, a **common law marriage** is not considered a legal marriage. **Dependent Child** means a legally dependent child, including a stepchild or legally adopted child of any Covered Person described in i. a) above; and who is wholly dependent on such Covered Person(s) for financial support.

### COVERAGE REQUIREMENTS

A Covered Person will be fully insured for benefits under the Policy while taking a Covered Trip on a Common Carrier Conveyance only when the entire fare has been charged to his/her American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card.

#### A) TRAVEL ACCIDENT INSURANCE COVER:

##### MAXIMUM INDEMNITY PER COVERED PERSON

In the event the entire fare has been charged to duplicate or multiple American Express® Cards while the Covered Person takes a Covered Trip on a Common Carrier Conveyance, the Covered Person will be entitled for the highest benefit under one such card, as stated in the "Schedule of Benefits", for any one Loss sustained by any one individual Covered Person as a result of any one accident.

In no event will duplicate or multiple American Express Cards or American Express Travel Cover or Travel Accident Insurance Certificates obligate the Company in excess of the "Schedule of Benefits" for any one Loss sustained by any one accident under Policy NAC0000034 / NAC0000035 or under other American Express Travel Cover or Travel Accident Insurance Certificates wherever issued.

### TRAVEL INSURANCE

#### DEFINITIONS

"Injury" means bodily injury which:

- i. is caused by an accident which occurs whilst the Covered Person's insurance is in force under the Policy; and
- ii. results in Loss insured by the Policy; and
- iii. creates a Loss due, directly and independently of all other causes, to such accidental bodily injury.

"Loss" as used above with reference to hand or foot means complete and permanent severance through or above the wrist or an ankle joint; as used with reference to eye means the irrecoverable loss of entire sight of such eye; or loss of life of the Covered Person.

"Common Carrier Conveyance" means any air, land or water conveyance operated under a license for the transportation of passengers for hire.

"Covered Trip" means:

- i. a trip outside of the country of domicile (one-way or round trip) taken by the Covered Person between the Point of Departure and the Final Destination as shown on the Covered Person's ticket; and
- ii. the Covered Person's entire fare for such trip has been charged to an American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card prior to any Injury.

"Scheduled Airline" means an airline listed in the Official Airline Guide or ABC World Airways Guide where the air carrier holds a certificate, license or similar authorization for scheduled air transportation issued by the relevant authorities in the Country in which the aircraft is registered, and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.

"Specially Designated List" means names of a person, entities, groups or corporations specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

#### DESCRIPTION OF BENEFITS

##### Common Carrier Benefit:

The benefits specified in the Schedule of Benefits will be paid if, a Covered Person suffers Loss resulting from Injury after the entire fare has been charged to his/her Card; provided, however, such Injury is sustained under the circumstances specified as below:

\* Such Injury received while riding as a passenger, in or boarding or alighting or being struck by the Common Carrier while overseas.

##### Additional Benefits:

###### 1. Airport Transportation Benefit:

If a Scheduled Airline ticket is purchased for a Covered Trip prior to the Covered Person's departure for the airport, this Benefit is payable if the Covered Person sustains any Injury while riding as a passenger in a land Common Carrier Conveyance, rental car or a scheduled helicopter operated as a Common Carrier Conveyance, but only:

- a. when going directly to an airport for the purpose of boarding an aircraft for a Covered Trip; or
- b. when leaving directly from an airport after alighting from an aircraft from a Covered Trip.



## 2. Airport Premises Benefit:

If a Scheduled Airline ticket is purchased for a Covered Trip prior to boarding, this Benefit is payable if the Covered Person sustains any Injury while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before boarding, or immediately after alighting from, an aircraft from a Covered Trip.

## SCHEDULE OF BENEFITS

The American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card Coverage Maximum Benefit Amounts

### Maximum Benefit:

|  |               |
|--|---------------|
| Loss of Life   | HK\$3,500,000 |
| Dismemberment:   |               |
| Loss of both hands or both feet                          | HK\$3,500,000 |
| Loss of one hand and one foot                            | HK\$3,500,000 |
| Loss of entire sight of both eyes                        | HK\$3,500,000 |
| Loss of entire sight of one eye and one hand or one foot | HK\$3,500,000 |
| Loss of one hand or one foot                             | HK\$1,750,000 |
| Loss of entire sight of one eye                          | HK\$1,750,000 |

The Company will pay the applicable benefit amount if a Covered Person suffers a Loss from an Injury while coverage is in force under the Policy, but only if such Loss occurs within 100 days after the date of accident which caused the Injury. Indemnity provided hereunder will not be paid under any circumstances for more than one of the Losses, the greatest, sustained by a Covered Person as the result of any one accident.

## ON-BOARD TICKETING

In the event a Covered Person suffers a Loss from an Injury on-board a Scheduled Airline flight for which the airline sells tickets on-board the flight and the Covered Person has not purchased his or her ticket by charging the ticket to an American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card prior to boarding the flight, the Company will evaluate and pay such Loss where it can establish that no other form of payment was used for the flight in question.

## EXPOSURE AND DISAPPEARANCE

If the Covered Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in disappearance due to sinking or wrecking of a Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a Loss for which benefits are otherwise payable under the Policy, such Loss will be covered under the Policy.

If the Covered Person disappears because of an accident on a Covered Trip which results in the disappearance due to sinking or wrecking of a Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered Loss of life as a result of Injury covered by this Policy.

## EXCLUSIONS

This Policy does not cover any Loss caused or contributed to by:

- i. suicide or self-destruction or any attempt thereat;
- ii. war or any act of war whether declared or undeclared;
- iii. Injury to which a contributory cause was the commission of, or attempt to commit, an illegal act by or on behalf of the Covered Person or his or her beneficiaries;
- iv. while serving as an operator or crewmember of any Common Carrier Conveyance;
- v. any illegal act by or on behalf of the Covered Person and/or his/her beneficiaries;
- vi. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination;
- vii. 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.

## CLAIMS

Written notice of a claim must be given to Chubb Insurance Hong Kong Limited, 25th Floor, Shui On Centre, No. 6-8 Harbour Road, Wanchai, Hong Kong within 60 days after the occurrence or commencement of any Loss covered by the Policy or as soon thereafter as reasonably possible. Benefits will be payable upon receipt of due written proof, as required by the Company, of a legitimate covered Loss.

Payment of Claims: Benefits will be paid to the surviving Covered Person or equally to the beneficiaries in the first of the following classes of successive preference beneficiaries in which there is a living member:

- a. The Covered Person's spouse;
- b. His or her children, including legally adopted children;
- c. His or her parents;
- d. His or her brothers and sisters;
- e. His or her estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon such affidavit shall fully discharge the Company from all obligations under the Policy. Any amount payable to a minor may be paid to the minor's legal guardian. Benefits for all other Losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the beneficiaries.

## INDIVIDUAL TERMINATIONS

The insurance of any Covered Person shall immediately terminate:

- i. as of the date this Policy shall terminate;
- ii. on the date that the Cardmember ceases to be a Covered Person;
- iii. as of the premium due date, if the Policyholder fails to pay the required premium for the Cardmember except as the result of inadvertent error.

## B) TRAVEL INCONVENIENCE INSURANCE COVER:

### SCHEDULE OF BENEFITS

#### 1. Missed Connections

If the Covered Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Covered Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual arrival time of his or her incoming flight, the Company will indemnify the Covered Person for American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to HK\$4,000 for the Covered Person. This benefit does not apply if the transfer point is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$4,000 per calendar year.

#### 2. Flight Delay/ Cancellation / Overbooking

If departure of a Covered Person's confirmed Scheduled Flight from any airport is delayed for four (4) hours or more, cancelled or the Covered Person is denied boarding of the aircraft due to overbooking, and no alternative transportation is made available to the Covered Person within four (4) hours of the scheduled departure time of such flight, the Company will indemnify the Covered Person for American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card charges incurred in respect of restaurant meals or refreshments up to HK\$4,000. In no event shall the total amount payable exceed HK\$4,000 per calendar year.

### 3. Luggage Delay

If the Covered Person's accompanied luggage checked in with the Common Carrier is not delivered to him or her within four (4) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Covered Person for American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$4,000 for the Covered Person. Should the Covered Person's accompanied luggage checked in with the Common Carrier not be delivered to him or her within six (6) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Covered Person for American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$8,000 for the Covered Person. This benefit does not apply if the luggage delay is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$8,000 per calendar year.

### 4. Luggage Loss

If the Covered Person's accompanied checked in luggage is not delivered to him or her within forty-eight (48) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, such luggage will be assumed to be permanently lost and the Company will indemnify the Covered Person for American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card charges incurred within four (4) days of his or her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to HK\$2,000 per item/set/piece, subject to a maximum of HK\$10,000 for the Covered Person. This benefit does not apply if the luggage loss is in the Covered Person's Country of Residence. In no event shall the total amount payable exceed HK\$10,000 per calendar year. In no event shall the total amount payable under Luggage Delay and Luggage Loss arising out of the same insured event exceed HK\$10,000 per calendar year. The above benefits apply in respect of Covered Persons who are Basic or Supplementary Cardmembers and for spouses and dependent children (as defined) but shall be subject to the per calendar year limit as specified per Card Account.

"Card Account" shall mean American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card issued by the Policyholder and billed in Hong Kong Dollars. Any Basic Card and Supplementary Card(s) will be regarded as one Card Account.

"Country of Residence" shall mean:

- a) the country of which the Covered Person is a permanent resident; or
- b) any other country to which the Covered Person is assigned or seconded.

### SCHEDULED FLIGHT

"Scheduled Flight" means a flight in an aircraft where the airline is listed in the Official Airline guide or equivalent and the air carrier holds a certificate, licence or similar authorization for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and, in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times. Scheduled Airline does not include Private Charter.

### EXCLUSIONS

The Policy does not cover any loss caused or contributed to by:

1. war or any act of war, whether declared or undeclared;
2. any illegal act by or on behalf of the Covered Person and/or his/her beneficiaries;
3. while serving as an operator or crew member of any conveyance;
4. confiscation or requisition by Customs or other Government authority;
5. failure of the Covered Person to take reasonable measures to save or recover lost luggage;
6. failure to notify the relevant airline authorities of missing luggage at the destination point and to obtain and complete a Property Irregularity Report;
7. 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.

"Specially Designated List" means names of a person, entities, groups or corporations specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

### CLAIMS

1. All information and evidence required by the Company or its agents shall be furnished at the expense of the Covered Person or his or her personal representative and shall be in such form and of such nature as the Company may prescribe.
2. Written notice of all claims must be given as soon as possible, but no later than twenty-one (21) days after the event giving rise to the claim to: Chubb Insurance Hong Kong Limited, 25th Floor, Shui On Centre, No. 6-8 Harbour Road, Wanchai, Hong Kong.
3. Original receipts relating to expenses incurred in respect of which indemnity is claimed under this insurance must be supplied to Chubb Insurance Hong Kong Limited. Also, the Record of Charge Form or a copy of the statement, verifying that the relevant flight tickets were charged to an American Express Cathay Pacific Elite Credit Card / American Express Cathay Pacific Credit Card account and, in respect of lost or delayed luggage, a copy of the Property Irregularity Report obtained from the airline, must be supplied together with the following information:
  - Full details of the Flight (Airline, Flight Numbers, Departure Airport, Destination, Scheduled Times and Arrival Airport).
  - Full details of the Delay or Loss incurred.
  - Full details of expenses for which reimbursement is claimed.
  - Written receipts acknowledging the return of luggage (for luggage delay).
4. Once all the required documents are submitted and the claim is approved, the reimbursement will be made within 10 days.

### MAXIMUM INDEMNITY

In no event will duplicate or multiple American Express Cards obligate the Company in excess of the limit stated herein for expenses incurred by any one individual Covered Person as a result of any one incident covered under this Policy.

### TERMINATION

The insurance cover provided for any individual American Express Cathay Pacific Elite Credit Cardmember / American Express Cathay Pacific Credit Cardmember will terminate as of the date he or she ceases to be an eligible American Express Cathay Pacific Elite Credit Cardmember / American Express Cathay Pacific Credit Cardmember or the date of termination of the Master Policy, whichever is earlier. The cover provided is subject to any endorsement and/or amendments to the Master Policy. This cover replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Policy provided prior to this document.

### C) GENERAL CONDITIONS:

#### LEGAL JURISDICTION AND GOVERNING LAW

The Company shall in all competent judicial proceedings at the instance of parties suing in respect of matter arising out of this insurance acknowledge the jurisdiction of the Courts in Hong Kong Special Administrative Region of the People's Republic of China (herein after known as "Hong Kong"). The Policy shall be governed by and interpreted in accordance with Hong Kong Law, except as otherwise stated herein.

## RIGHTS OF THIRD PARTIES

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

## CHUBB PERSONAL INFORMATION COLLECTION STATEMENT

The Company ("We/Us") want to ensure that Our Insured Persons ("You") are confident that any personal data collected by Us is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which We collect and use personally identifiable information provided by You ("Personal Data"), the circumstances when Personal Data may be disclosed and information regarding Your rights to request access to and correction of Personal Data.

### a) Purposes of Collection of Personal Data

We will collect and use Personal Data for the purposes of providing competitive insurance products and services to You, including considering Your application(s) for any new insurance policies and administering policies to be taken out with Us, arranging the cover and administering and managing Your and Our rights and obligations in relation to such cover. We also collect the Personal Data to be able to develop, establish and administer alliances and other arrangements with other organisations in relation to the administration and use of Our respective products and services. We may also use your personal data in other ways with your consent.

### b) Transfer of Personal Data

Personal Data will be kept confidential and We will not sell Your Personal Data to any third party. We limit the disclosure of Your Personal Data but, subject to the provisions of any applicable law, Your Personal Data may be disclosed to:

- (i) third parties who assist Us to achieve the purposes set out in paragraphs 1 above. For example, We provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) Our parent and affiliated companies, or any company within the Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which You accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with your consent.

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

### c) Access and correction of Personal Data

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

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

Chubb Data Privacy Officer  
25th Floor, Shui On Centre  
No. 6-8 Harbour Road  
Wanchai, Hong Kong  
Tel: (852) 3191 6222  
Fax: (852) 2519 3233  
E-mail: Privacy.HK@chubb.com

Your request to obtain access or correction will be considered within forty (40) days of Our receipt of Your request. We will not charge You for lodging a request for access to Your Personal Data and if We levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

The plan 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.

American Express International, Inc. (Effective April, 2017)

