

# American Express® Personal Card Terms and Conditions

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The  
**Iconic Card**  
is back  
Own a piece of **Heritage**

Welcome to your new Card Membership



The American Express®  
**Personal Card**



## Product Highlight Sheet

Product name	The American Express® Personal Card
Interest-free period	N.A.
Interest on purchases (where applicable)	N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)
Interest on cash advances	N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)
Minimum monthly payment	N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)
Late payment charges	<b>2.5% per month of any overdue previous balance or S\$90 per month (whichever is greater). Late payment charges will be added to your account at a 30-day interval until bills are paid in full. Late payment charges which are unpaid may themselves be included in overdue previous balances until paid in full</b>
Annual membership fee	S\$120 (inclusive of GST)
Cash advance fee	Handling fee of 5% of your withdrawal amount will apply for each withdrawal amount
Fees for foreign currency transactions	2.5% (2.95% with effect from 1 March 2020)
Dynamic currency conversion fee	N.A.
Lost / stolen card liability	S\$100 (For details, refer to clause 9 of ABS Guide on "What You Should Know About Credit Cards" using the following URL <a href="https://abs.org.sg/docs/library/abs_credit-cards_english.pdf">https://abs.org.sg/docs/library/abs_credit-cards_english.pdf</a> )

There may be circumstances in which you have to pay other fees. See the full list of Terms and Conditions.

## Important Information on your American Express Personal Card

### ADDITIONAL INFORMATION

#### 1. Immediate Payment is Required

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

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

TYPE OF CARD	BASIC	SUPPLEMENTARY
American Express Personal Card	S\$120	S\$75 each

#### 3. Retrieval Fee for Documents

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

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

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

## USEFUL INFORMATION

### 1. Late Payment Charges

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

### 2. Express Cash and Travellers Cheques

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

### 3. Lost / Stolen Card Liability

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

### 4. Foreign Exchange Charges

If we receive a transaction or refund for processing in a currency other than Singapore Dollars ("Foreign Charge"), that Foreign Charge will be converted into US Dollars first (unless it was submitted to us in US Dollars) and converted from US Dollars into Singapore Dollars. The conversion will take place on the date the Foreign Charge is processed by American Express, which may not be the same date on which the Foreign Charge was made as it depends on when the Foreign Charge was submitted to American Express. Exchange rate fluctuations can be significant. Unless a specific rate is required by applicable law or is used as a matter of local custom or convention in the territory where the transaction or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources and the rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day, increased by a single conversion commission of 2.5% (2.95% with effect from 1st March 2020).

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Card Account. The difference is generally because:

- a) the refund and Foreign Charge may be processed on different days with different rates;
- b) the refund may be only a partial refund for the Foreign Charge; or
- c) where third parties convert charges in foreign currency, those third parties may treat refunds differently to the original foreign currency charge.

When making a transaction in foreign currency, you may be presented with the choice to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you choose this option, then that third party will determine the exchange rate and any commission or fees payable for the currency conversion and submit that transaction to us in Singapore Dollars, meaning we will not convert the transaction or apply a currency conversion fee. It is your decision whether to use such third party currency conversion or not and in such cases, you should check the fees and charges before completing the transaction to ensure that you do not pay more than necessary.

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

## Terms and Conditions

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

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

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

"Agreement" means these terms and conditions.

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

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

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

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

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

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

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

"GST" means Goods and Services Tax in Singapore.

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

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

"Singapore Dollars" means the lawful currency of Singapore.

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

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

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

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

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

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

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

## Terms and Conditions

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

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

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

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

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

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

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

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

## Terms and Conditions

**10. FOREIGN CURRENCY CHARGES.** If we receive a transaction or refund for processing in a currency other than Singapore Dollars ("Foreign Charge"), that Foreign Charge will be converted into US Dollars first (unless it was submitted to us in US Dollars) and converted from US Dollars into Singapore Dollars. The conversion will take place on the date the Foreign Charge is processed by American Express, which may not be the same date on which the Foreign Charge was made as it depends on when the Foreign Charge was submitted to American Express. Exchange rate fluctuations can be significant. Unless a specific rate is required by applicable law or is used as a matter of local custom or convention in the territory where the transaction or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources and the rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day, increased by a single conversion commission of 2.5% (2.95% with effect from 1st March 2020).

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Card Account. The difference is generally because:

- a) the refund and Foreign Charge may be processed on different days with different rates;
- b) the refund may be only a partial refund for the Foreign Charge; or
- c) where third parties convert charges in foreign currency, those third parties may treat refunds differently to the original foreign currency charge.

When making a transaction in foreign currency, you may be presented with the choice to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you choose this option, then that third party will determine the exchange rate and any commission or fees payable for the currency conversion and submit that transaction to us in Singapore Dollars, meaning we will not convert the transaction or apply a currency conversion fee. It is your decision whether to use such third party currency conversion or not and in such cases, you should check the fees and charges before completing the transaction to ensure that you do not pay more than necessary.

**11. DISCLOSURE OF INSURANCE ARRANGEMENTS.** We identify insurance providers and products that may be of interest to some of our customers. In this role we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

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

**13. EXPRESS CASH.** Express Cash is available for members with more than 6 months' Card Membership. If you wish to obtain cash advances with the Card, you may apply for enrolment in the Express Cash facility. To do so you must complete and submit an enrolment form. We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain cash advances with the Card unless you have that PIN. You can withdraw up to 20% of your Charge Limit, subject to your available balance and up to US\$2,500 for overseas withdrawals in cash or American Express Travellers Cheques every 14 days. We may vary this amount from time to time. The applicable interest rate, handling charges, transaction charges and other Terms and Conditions for Express Cash transactions will be communicated to you. For Express Cash, the handling fee for each transaction shall be 5% of your withdrawal amount. A 1% charge applies for travellers cheques.

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

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

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



## Terms and Conditions

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

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

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

### 20. DATA PROTECTION AND USE OF PERSONAL DATA

#### 20.1 Disclosure of Personal Information

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

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

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

#### 20.2 Use of Information

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

- (i) Delivering our products and services to you, including aggregated or combined with other information for any of the following purposes;
- (ii) Improving our products and services and to conduct research and analysis;
- (iii) Advertising and marketing our products and services, and those of our third party business partners;
- (iv) Managing risks relating to our business, including credit risk, fraud risk and operational risk;

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

## Terms and Conditions

### 20.3 Supplementary Card Members

Where we have been asked to issue a Supplementary Card:

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

### 20.4 Third Party Consents

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

### 20.5 Marketing

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

If you wish to opt-out of receiving marketing from us, you may opt out of such marketing offers by going to [americanexpress.com.sg/mychoice](http://americanexpress.com.sg/mychoice) to update your privacy preferences at any time. We will also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date.

### 20.6 Consumer Credit Bureau

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

### 20.7 Electronic or Telephone Communication

If you contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time. We may also monitor and/or record telephone calls between us to assure the quality of our customer service.

### 20.8 International Transfer of Data

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

### 20.9 Retention of Information

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

### 20.10 Access and Correction

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

## Terms and Conditions

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

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

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

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

**25. OUR LIABILITY.** Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Account or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular, we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by third parties including but not limited to those losses and/or costs resulting from mechanical or systems failure affecting such third parties.

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

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

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

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

**30. RIGHTS OF THIRD PARTIES.** Except by a person who is our assignee pursuant to Clause 26 above, a person who is not a party to this Agreement shall not enforce any of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 2001.

# Travel Insurance Terms and Conditions

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

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



Mack Eng  
Country President

### Insured Persons

A person shall be an insured Person under Master Policy No (532-10001-1) ("The Policy") only if:

1. He or she is a Basic Card Member or Supplementary Card Member who has a Personal Card, issued by American Express International Inc., in his or her name; including their legally married spouse and dependent child(ren) under 23 years old.
2. His or her American Express Account is billed in SINGAPORE dollars.

For the purpose of this Policy, a common law marriage is not considered a legal marriage. Dependent Child(ren) means legal child(ren), including step-child(ren) or adopted child(ren) of the Insured Person and who is/are dependent on the Insured Person for financial support.

### TRAVEL ACCIDENT INSURANCE

#### I. Coverage Requirement

All Insured Persons must charge their public conveyance fares to The American Express Personal Card or the Supplementary card.

#### II. Maximum Indemnity Per Insured Person

In no event will duplicate or multiple American Express cards obligate the Company in excess of the amount listed in the Schedule of Benefits for any one loss sustained by any one Insured Person as a result of any one accident.

#### III. Definition

"Injury" means bodily injury caused by an accident occurring while this policy is in force as to the Insured Person and resulting directly and independently of all other causes in loss covered by this Policy provided such injury is sustained under the circumstances and in the manner described in the Description of Hazards.

#### IV. Description of Hazards

##### Public Conveyance, Business and Pleasure

The hazards against which insurance is provided under the policy are injuries sustained in consequence of riding as a passenger, and not as a pilot or crew member, in or boarding or alighting from or being struck by any vehicle operated under a license for the transportation of passenger for hire; provided the fare for such travel has been charged to an American Express Personal Card.

Insurance under the Policy also applies to injuries received while riding as a passenger in a conveyance operate under a license for the transportation of passengers for hire, but only

- a) when going to an airport for the purposes of boarding an aircraft on which the Insured Person is covered by the Policy; or
- b) when leaving the airport after alighting from such an aircraft.

#### V. Loss of Life Accident Indemnity

When Injury results in loss of life of the Insured Person within 100 days after the date of the accident, the Company will pay the Loss of Life Accident Indemnity stated in the Schedule of Benefits.

# Travel Insurance Terms and Conditions

## Schedule of Benefits

Loss of Life Accident Indemnity .....	\$S\$200,000
Specific Loss Accident Indemnity .....	\$S\$200,000

## VI. Specific Loss Accident Indemnity

When Injury does not result in loss of life of the Insured Person within 100 days after the date of the accident but does result in any one of the following losses within 100 days after the date of the accident, the Company will pay the amount set opposite said loss, but not to exceed Specific Loss Accident Indemnity stated in the Schedule of Benefits. If more than one loss results from one accident, only the amount set opposite one loss (the greater) will be paid.

Both hands .....	The Specific Loss Accident Indemnity
Both feet .....	The Specific Loss Accident Indemnity
The entire sight of both eyes .....	The Specific Loss Accident Indemnity
One hand and one foot .....	The Specific Loss Accident Indemnity
One hand and the entire sight of one eye .....	The Specific Loss Accident Indemnity
One foot and the entire sight of one eye .....	The Specific Loss Accident Indemnity
One hand .....	50% of.....The Specific Loss Accident Indemnity
One foot .....	50% of.....The Specific Loss Accident Indemnity
The entire sight of one eye .....	50% of.....The Specific Loss Accident Indemnity

"Loss" as used above with reference to hand or foot, means complete severance through or above the wrist or ankle joint and, as used with reference to eye, means irrecoverable loss of the entire sight thereof.

## VII. Aggregate Limit of Indemnity

The limit of indemnity for which the Company shall be liable for all losses to any one Insured Person arising out of any one aircraft is the aggregate limit of indemnity.

Aggregate Limit of Indemnity Per Insured Person: \$S\$200,000

## VIII. Exposure and Disappearance

When, by reason of an accident covered by this Policy, the Insured Person is unavoidably exposed to the elements and, as a result of such exposure, suffers a loss for which indemnity is otherwise payable hereunder, such loss shall be covered under the terms of this Policy.

If the body of the Insured Person has not been found within one year of the disappearance, sinking or wrecking of the vehicle in which the Insured Person was riding at the time of the accident, it will be presumed that the Insured Person suffered loss of life resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking.

## IX. Exclusions

This Policy does not cover any loss caused or resulting from (1) suicide or self-destruction or any attempt threat while sane or insane; (2) war or any act of war whether declared or undeclared; (3) injury to which a contributory cause was the commission of, or attempt to commit, an illegal act by or on behalf of the Insured Person or his or her beneficiaries; (4) injury received while serving as an operator or crew member of any conveyance; (5) injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle; (6) Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear, or radioactive material, gas matter or contamination.

## X. Claims

Written notice of a claim must be given to Chubb Insurance Singapore Limited, 138 Market Street #11-01, CapitaGreen, Singapore 048946 within 20 days after the occurrence or commencement of any loss covered by this Policy or as soon thereafter as reasonably possible.

## XI. Premium

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

## Travel Insurance Terms and Conditions

### **XII. Terminations**

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

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

## "No Worries Guarantee" Terms and Conditions

### Description of Coverage: Purchase Protection

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

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

### **Insured Persons**

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

### **TERMS AND CONDITIONS**

#### **1. Lost and Damaged Items**

Any item of property which has been left unattended in a place accessible to the public and which is damaged or lost shall not constitute damage or theft within the terms of the Master Policy. If an Insured Person has purchased property covered by the Purchase Protection under the Master Policy and given such property as gifts to third party recipients ("Third Party Recipients"), the Third Party Recipients will be the beneficiary of the coverage offered by the Insured Person in accordance with the Master Policy requirements. If a covered item is given as a gift, the coverage will continue to apply provided that the Card Member makes the claim on behalf of the recipient of the gift.

## "No Worries Guarantee" Terms and Conditions

### 2. Limitation and Products Not Covered

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

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

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

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

### 3. Exclusions

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

There shall be no payment under the Policy for the damage to or theft of property arising from: War, invasion, hostilities rebellion, insurrection, confiscation by order of a government or public authority or risks of contraband or losses arising from illegal activity or acts; Normal wear and tear; Unexplainable disappearance (loss of property under unknown or puzzling circumstances which are difficult to explain or understand and where theft cannot

be proven); Damage arising from inherent product defects; or Theft of or from motor vehicles. There shall be no payment under the Policy for damage to or theft of: Cash, or its equivalent, travellers cheques, tickets or any negotiable instruments; Animals or living plants; Jewelry, watches, precious metal and gem stones which the Insured Person brings with him during his overseas travel, unless carried by hand and under the personal supervision of the Insured Person or the Insured Person's travelling companion; and Electronic equipment such as mobile phones, PDA, computers or computer related equipment which are damaged or lost whilst being used at the place of employment.

In addition, there shall be no coverage under the Master Policy: For damage to or theft of property as a result of direct physical abuse to one's property by the Insured Person; For damage to or theft of property where the property was procured by the Insured Person through fraud or other illegal means; Where the Insured Person knowingly makes a false or fraudulent claim; Where a report to the appropriate authorities has not been made within 48 hours after the damage or theft was discovered, and a written report obtained or For any item of property left unattended in a place accessible to the public.

### 4. Due Diligence

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

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







**American Express International Inc.** (UEN S68FC1878J), 20 (West) Pasir Panjang Road #08-00, Mapletree Business City, Singapore 117439.  
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GENERAL TERMS & CONDITIONS

To enjoy the privileges or benefits, Card Members must present their American Express Personal Card and all charges must be made to the Card. Participation of merchants is subject to change without prior notice to Card Member.

Information is correct as of 30th November 2015 and American Express reserves the right to change the benefits without notice. The provision of services, activities or benefits stated is the responsibility of the respective service establishment. American Express acts solely as a payment provider and is not responsible or liable in the event that such services, activities or benefits are not provided or fulfilled by the service establishment. Card Members acknowledge that any disputes in relation to the above are to be directed solely to the service establishment providing such services, activities or benefits.

[View Card Member Agreement](#)

Membership Rewards Programme

Enrolment into the Membership Rewards Programme is required for points to be awarded. You may choose to enrol in the Non-Frequent Traveller Option for an annual Membership Rewards fee of S\$10 which allows you to earn Membership Rewards points towards redeeming dining and shopping rewards or in the Frequent Traveller Option for an annual Membership Rewards fee of S\$40 to earn Membership Rewards points towards redeeming dining & shopping rewards, flights and hotel stays

Points will be awarded for every S\$1.60 spent as long as your Card Account remains valid and enrolled in the Membership Rewards Programme, and provided it remains in good standing and is not cancelled for any reason. If you cancel your enrolment from the Membership Rewards Programme, you must redeem any points within 30 days of cancellation; otherwise the points will be forfeited. If your Card Account is cancelled or terminated, any points in your Membership Rewards Account will be forfeited on the date of Account termination

Applicable to The Personal Card issued in Singapore by American Express International Inc. Participation of merchants is subject to change without prior notice to Card Members.

Flexible Rewards – Points for Credit

Terms and Conditions apply. For more information, please click [here](#).

American Express Invites®

Terms and Conditions apply. For more information, please visit [amexdiningprogram.com](http://amexdiningprogram.com).

Live The World With American Express

Terms and Conditions apply. For more information, please visit [livetheworld.americanexpress.com](http://livetheworld.americanexpress.com).

American Express Selects®

Please refer to [amexnetwork.com.sg](http://amexnetwork.com.sg) for full Terms and Conditions, promotion validity period and up-to-date list of dining, shopping and lifestyle privileges.