

American Express
No Worries Guarantee Program
美國運通「無憂消費主義」購物保障

Terms And Conditions
For Extended Warranty Protection
延長保障條款及細則

Policy Number 保單編號 : NAC0000013

Period of Insurance: From 1 April 2023 to 31 Mar 2024
(both dates inclusive)

受保期間 : 由 2023 年 4 月 1 日起至 2024 年 3 月 31 日止
(包括首尾兩日)

CHUBB®

Geographical Limits: Hong Kong SAR
地域範圍 : 香港特別行政區

Contents

Terms and Conditions	3
Part I - Definitions	3
Part II - The Cover	4
Part III - Exclusions	4
Part IV - Claims Procedures	5
Part V - Claims Conditions	5
Part VI - Other Insurance	5
Part VII - Due Diligence	5
Part VIII - False Claim	6
Part IX - General Conditions	6
Part X - Compliance With Applicable Economic And Trade Sanctions Laws	6
Part XI - Chubb Personal Information Collection Statement	6
About Chubb in Hong Kong SAR	12
Contact Us	12

目錄

條款及細則.....	8
第一部份 - 釋義.....	8
第二部分 - 保障	9
第三部分 - 不保事項	9
第四部分 - 索償程序	10
第五部分 - 索償條件	10
第六部分 - 其他保險	10
第七部分 - 盡職調查	10
第八部分 - 虛假索償	10
第九部分 - 一般條款	10
第十部分 - 遵守適用的經濟和貿易制裁條例.....	10
第十一部份 - 安達個人資料收集聲明.....	11
關於安達香港	12
聯絡我們	12

This document is for American Express Card Member reference only.

該文件僅供美國運通會員參考。

AMEX Group Travel Insurance Plan: T&C for Extended Warranty Protection, Hong Kong SAR. 美國運通「無憂消費主義」購物保障 - 延長保障條款及細則。香港特別行政區 Published 03/2023. 03/2023 編印
©2023 Chubb. Coverages underwritten by one or more subsidiary companies. Not all coverages available in all jurisdictions. Chubb® and its respective logos, and Chubb.Insured.TM are protected trademarks of Chubb.
©2023 安達。保障由一間或多間附屬公司所承保。並非所有保障可於所有司法管轄區提供。Chubb® 及其相關標誌，以及 Chubb. Insured.™ 乃安達的保護註冊商標。

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 note that the English version of this Policy is the official version. This Policy is provided to you in both English and Chinese languages for ease of reference only. The English version of the Policy will prevail if any dispute arises regarding the interpretation of any part of the Policy.

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 Centurion® Card, American Express Platinum Card®, American Express® Gold Card, American Express® Gold Charter Card, American Express® Green Charter Card, American Express® Platinum Credit Card, or American Express Explorer® Credit Card including Supplementary Cards for their respective rights and interests. Details of the insurance are described below.

Part I - Definitions

Card Account:

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

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

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

Covered Breakdown:

The failure of an item of Insured Merchandise to operate for the purpose for which it was designed by reason of a breakdown or defect which is covered by the terms of the Original Warranty.

Covered Costs:

The costs of labour and parts actually used to effect repair of any item of Insured Merchandise by the original equipment manufacturers or by repairers specified in the Original Warranty.

Covered Costs do not include transportation, inspection, delivery or other surcharge or expense, nor any costs excluded under the Original Warranty.

Hong Kong:

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

Insured Merchandise:

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

Insured Person:

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

Limit of Indemnity:

The maximum liability of the Company shall be HK\$40,000 per item of Insured Merchandise purchased with any Card Account, not exceeding HK\$150,000 per any one Card Account during the Period Insurance stated above.

Original Warranty:

Valid written breakdown and repair warranty issued by the original manufacturer, its distributors or recognizable chain stores within Hong Kong of which the period of warranty must not be less than twelve calendar months and not exceeding thirty-six months.

Period of Insurance:

Commences from the date of expiration of the Original Warranty for a period of twelve calendar months.

Policy:

This document.

Retail Outlet(s):

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

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

Part II - The Cover

Where an item of Insured Merchandise is purchased by an Insured Person at a Retail Outlet within the territories of Hong Kong and the price of which has been entirely charged or is by any kind of instalment plan charged to the Insured Person's Card Account and during the Period of Insurance it is found to be faulty or otherwise damaged or suffers Covered Breakdown, the Company will pay the actual Covered Costs of repair, subject to the limits shown in the Limit of Indemnity stipulated above provided that such repairs would have been covered by an Original Warranty should such Original Warranty still been in force. If the cover under Original Warranty is different yearly, the cover provided under this Policy would be the same as the cover provided under the Original Warranty of the preceding year of Period of Insurance. The Company shall not pay the Covered Costs for more than one repair in respect of any item of Insured Merchandise unless otherwise the Original Warranty of such item is providing more than one repair.

The above cover is extended to Insured Merchandise purchased on the internet through an official Hong Kong online purchase platform(s) as authorized and owned by a Retail Outlet in Hong Kong.

Part III - Exclusions

1. The Company shall not be liable for any claim arising as a consequence of any item of Insured Merchandise:

- being priced exceeding HK\$40,000;
- being gifts or similar purchase made for any party other than the Insured Person;
- in excess of the maximum purchasing limit. The maximum purchasing limit shall be HK\$150,000 per Card Account during the Period of Insurance stated above regardless of the number of Card Accounts held;
- being mechanically propelled vehicle or marine craft;
- being residential, commercial or industrial premises;
- being livestock, pets, plants or other living creatures;
- being consumable articles, being items which are capable of being finished up in the normal course of being used;
- purchased for resale or purchased used;
- being food or drinks;
- display items or sales goods;
- being business or commercial purchases or property to be used for business or commercial purposes other than Insured Person's own use;
- being property which is in breach of the laws of Hong Kong;
- purchased from outlets named by the Consumer Council of Hong Kong for engaging in improper business practices or from outlets at the same location as one previously so named;
- with Original Warranty less than 1 year or exceeds 3 years;
- repairs completed outside the territories of Hong Kong;
- without an original manufacturer's serial number;
- purchased
 - (i) outside of the territories of Hong Kong; and/or
 - (ii) through unofficial online purchase platform(s) which is not authorized or owned by a Retail Outlet; and/or
 - (iii) through online purchase platform(s) of a Retail Outlet not established in Hong Kong; and/or
 - (iv) through online bidding.

For the avoidance of doubt, purchases of Insured Merchandise from any global site of a Retail Outlet are not covered under this Policy.

2. The Company shall not be liable for any claim:

- excluded under the Original Warranty;
- arising out of the imposition of any surcharge;
- arising out of the deliberate act of the Insured Person or arising from illegal activities;

- not reported to the Company in writing during the Period of Insurance;
- arising out of the total loss of the item of Insured Merchandise or when the repair costs is greater than the value of the item of Insured Merchandise taking into account of wear and tear;
- arising as a consequence of the loss of use of the item of Insured Merchandise;
- when the loss or damage to the item of Insured Merchandise is beyond repairable condition.

3. The Company shall not be liable for any claim caused directly or indirectly by:

- War;
- Nuclear reaction, nuclear radioactive contamination etc.;
- Change in the condition of premises, such as when the door or window of the premises is damaged by the typhoon or during the fire in the premises;
- Leakage, loss of weight, shrinkage, evaporation or contamination, insect or vermin, rust, mildew;
- Any process of cleaning or drying, repairing, renovation, bleaching, dyeing restoring or servicing;
- Detention, seizure or confiscation by customs or other officials;
- Pressure waves;
- Transportation of the insured property unless accompanied by insured person.

4. The Company shall not pay:

- for more than one repair in respect of any one item of Insured Merchandise unless otherwise the Original Warranty of such item is providing more than one repair.

Part IV - Claims Procedures

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

1. American Express Record of Charge vouchers or relevant monthly statement;
2. original store receipt or email confirmation and e-receipts of the Insured Merchandise;
3. Original Warranty;
4. original quotation from the repairer detailing the cause and nature of the damage.

Part V - Claims Conditions

1. The Insured Person shall give such other particulars and evidence and do all such acts and things as the Company shall reasonably require. The Company will discharge its liability under the respective claims upon settlement of the claims with the Insured Person.
2. Following the Company's payment of an Insured Person's claim in respect of an Covered Breakdown, the Company shall be subrogated to the extent of such payment, to all the rights and remedies of the Insured Person against any party in respect of such loss, and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies including the execution of all documents necessary to enable the Company to bring suit in the name of the Insured Person.
3. The Company at its sole option, may elect to repair, rebuild or replace the Item of Insured Merchandise with a product of similar quality (whether wholly or in part).
4. When an item of Insured Merchandise purchased forms part of a pair or set, the Company will reimburse the full purchase price of the pair or set provided that the items of Insured Merchandise are unusable individually and cannot be replaced or repaired individually.
5. For any item of Insured Merchandise which was purchased by installment, the total Limit of Liability will be prorated based upon the percentage the installments bear to the full purchase price.

Part VI - Other Insurance

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

Part VII - Due Diligence

The Insured Person shall use due diligence and do all things reasonably practicable to avoid a claim being made in respect of an item of Insured Merchandise. The Company will not unreasonably apply this provision to avoid claims under the Policy.

Part VIII - False Claim

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

Part IX - General Conditions

1. Unless previously agreed to in writing by the Company, no claim shall be recoverable hereunder by the Insured Person if any material change shall be made in the condition of the risk as existing at the time of risk acceptance.
2. All differences arising out of the Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon the Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
3. The Policy shall be governed by and construed in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the courts of Hong Kong.
4. The Insured Person shall not take legal action against the Company until sixty (60) days after a fully completed proof of loss has been filed within the Company.

Part X - Compliance With Applicable Economic And Trade Sanctions Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Chubb Insurance Hong Kong Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Hong Kong Limited is subject to certain US laws and regulations in addition to EU, UN and Hong Kong sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

Part XI - 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
39/F, One Taikoo Place
979 King's Road
Quarry Bay, Hong Kong
O (+852) 3191 6800
F (+852) 2560 3565
E Privacy.HK@chubb.com

Your request to Your Personal Data 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.

本條款及細則載列有關閣下受保的美國運通卡免費保險的重要資料，請詳閱並妥善保管。

以下免費保險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。

請注意「本保單」以英文版本為正式版本。「本保單」同時設有中英文版本，惟僅供閣下作參考用途而已。如因對「本保單」內任何地方的詮釋而引起任何爭議，均以英文版本為準。

條款及細則

美國運通國際股份有限公司（下稱「保單持有人」）（主保單由安達保險香港有限公司（下稱「本公司」）承保）就美國運通 Centurion® 卡、美國運通白金卡、美國運通金卡、美國運通 Gold Charter 卡、美國運通 Green Charter 卡、美國運通白金信用卡或美國運通 Explorer® 信用卡（包括附屬卡）各自的權益提供以下免費保險保障。保險詳情如下。

第一部分 – 釋義

「卡賬戶」：

「保單持有人」在「香港」發行的每張美國運通卡。任何主卡及附屬卡將被視為同一個「卡賬戶」。

若「受保人」持有任何美國運通信用卡或以下所列的任何簽賬卡，該等「受保人」將被視為僅持有一個美國運通「卡賬戶」。

- 美國運通 Centurion® 卡
- 美國運通白金卡
- 美國運通金卡
- 美國運通 Gold Charter 卡
- 美國運通 Green Charter 卡

「所承保的故障」：

「受保商品」因故障或瑕疵而無法達成其設計之用途，則該故障或瑕疵根據「原始保修」條款予以承保。

「所承保的費用」：

原始設備製造商或「原始保修」中訂明的維修商對任何「受保商品」進行維修時實際使用的人工及零部件所產生的費用。

「所承保的費用」不包括運輸、檢查、交付或其他附加費用或開支，亦不包括「原始保修」範圍以外的任何費用。

「香港」：

中華人民共和國香港特別行政區境內。

「受保商品」：

透過「受保人」的「卡賬戶」購買並附帶有效「原始保修」、新的及有品牌且不屬於「本保單」不承保商品的任何有形物品。

「受保人」：

任何合法持有由「保單持有人」在「香港」發行並有效的美國運通 Centurion® 卡、美國運通白金卡、美國運通金卡、美國運通 Gold Charter 卡、美國運通 Green Charter 卡、美國運通白金信用卡或美國運通 Explorer® 信用卡（包括附屬卡）的人士。

「賠償限額」：

「本公司」就以任何「卡賬戶」購買的每件「受保商品」的最高責任為 40,000 港元，於「受保期間」，每個「卡賬戶」不超過 150,000 港元。

「原始保修」：

原始製造商、其分銷商或「香港」境內可識別連鎖店發出的有效書面故障及維修保修單，其保修期不得少於十二 (12) 個曆月且不得超過三十六 (36) 個月。

「受保期間」：

自「原始保修」屆滿之日起，為期十二 (12) 個曆月。

「本保單」：

此文件。

「零售店」：

直接向公眾出售物品，設有「卡賬戶」支付設施，並於「香港」境內有正式牌照、永久及受認可的機構的實體場所。

「零售店」不包括拍賣會、折扣店、二手貨店、郵購店、電話訂購或直銷零售店。

第二部分 – 保障

若「受保人」於「香港」境內「零售店」購買「受保商品」，其價格已由「受保人」的「卡賬戶」全額支付或以任何形式的分期付款計劃支付，且在「受保期間」內發現該「受保商品」有故障或其他損壞或出現「所承保的故障」的情形，「本公司」將就維修支付實際「所承保的費用」，但以上述「賠償限額」為限。若「原始保修」仍然有效，該等維修將由「原始保修」予以承保。若「原始保修」的保障每年不同，「本保單」提供的保障將與「受保期間」前一年的「原始保修」的保障相同。「本公司」不會就任何「受保商品」一 (1) 次以上的維修支付「所承保的費用」，除非該「受保商品」的「原始保修」提供一 (1) 次以上的維修。

上述保障延伸至於網上透過於「香港」「零售店」授權及擁有的「香港」官方的網上購買平台所購買的「受保商品」。

第三部分 – 不保事項

1. 「本公司」不會就因「受保商品」屬以下情況而引致的任何索償負責：

- 價格超過 40,000 港元；
- 為「受保人」以外的任何人士提供的禮品或類似的購買；
- 超過購買限額的情況。於「受保期間」期間，無論持有的「卡賬戶」數目如何，各「卡賬戶」的購買限額應為 150,000 港元；
- 機械推進的車輛或船舶；
- 住宅、商業或工業場所；
- 牲畜、寵物、植物或其他生物；
- 消耗品，即會在正常使用過程中被用完的物品；
- 用作轉售而購買或已購買且使用過的物品；
- 食物或飲料；
- 展示品或銷售品；
- 「受保人」自用以外的業務或商業購買或用於業務或商業用途的財產；
- 違反「香港」法例的財產；
- 於被香港消費者委員會點名的從事不正當商業行為的零售店購買，或在與先前曾被點名的零售店處於同一地點的零售店購買的物品；
- 「原始保修」少於一 (1) 年或超過三 (3) 年；
- 於「香港」境外完成的維修；
- 沒有原始製造商序號的；
- 購買自
 - (i) 「香港」境外；及／或
 - (ii) 未經「零售店」授權或非「零售店」擁有的非官方網上購買平台；及／或
 - (iii) 並非在「香港」設立的「零售店」的網上購買平台；及／或
 - (iv) 網上拍賣。

為免生疑問，從「零售店」的任何全球網站購買之「受保商品」不在「本保單」承保範圍內。

2. 「本公司」不會就因以下事項引致的任何索償負責：

- 「原始保修」不保事項；
- 因收取任何附加費而引致的索償；
- 因「受保人」的故意行為或因非法活動而引致的索償；
- 於「受保期間」內未以書面形式告知「本公司」的索償；
- 因「受保商品」的全部損失或維修費用高於「受保商品」之價值（計及磨損的情況）而引致的索償；
- 因無法使用「受保商品」而引致的索償；
- 「受保商品」的損失或損壞超過可維修之條件。

3. 「本公司」不會就因以下事項直接或間接引致的任何索償負責：

- 戰爭；
- 核反應、核輻射污染等；
- 物業狀況的變化，如物業的門窗遭颱風損壞或場所發生火災；
- 滲漏、重量減少、萎縮、蒸發或污染、昆蟲或害蟲、生鏽、發霉；
- 任何清潔或乾燥、維修、翻新、漂白、染色恢復或服務之過程；
- 被海關或其他官員拘留、扣押或沒收；
- 壓力波；
- 受保財產的運輸，除非有「受保人」陪同。

4. 「本公司」不會就以下事項作出賠付：

- 對任何「受保商品」進行一 (1) 次以上之維修，除非該「受保商品」的「原始保修」提供一 (1) 次以上的維修。

第四部分 – 索償程序

如需根據「本保單」提出索償，須在「受保期間」內透過填妥的索償表格以書面形式通知「本公司」，並附上以下正本：

1. 美國運通簽賬憑證或相關月結單；
2. 「零售店」收據正本或電子郵件確認書，以及「受保商品」的電子收據；
3. 「原始保修」；
4. 維修商的報價單正本，詳細載明損壞之原因及性質。

第五部分 – 索償條件

1. 「受保人」應提供「本公司」合理要求的其他詳情及證據，並作出「本公司」合理要求的所有行為和事宜。「本公司」將在與「受保人」結清有關索償後，解除其於各項索償下之責任。
2. 於「本公司」就「受保人」有關「所承保的故障」之索償支付後，「本公司」根據該支付，以代位方式向「受保人」對任何一方有關該損失的所有權利和補救措施進行求償，並有權以「受保人」之名義提起訴訟，費用由其自行承擔。「受保人」應向「本公司」提供「本公司」可能合理要求的所有協助，以確保其權利和補救措施，包括簽署所有必要的文件，讓「本公司」能夠以「受保人」的名義提起訴訟。
3. 「本公司」可自行選擇修理、重建或以類似質素的產品（無論全部抑或部分）替換「受保商品」。
4. 若購買的「受保商品」構成一對或一套商品的一部分，「本公司」將補償該對或該套商品之全部購買價格，前提是該等「受保商品」不能單獨使用且不能單獨替換或維修。
5. 就任何以分期付款方式購買的受保商品而言，責任限額之總額將根據分期付款佔全部購買價格的百分比按比例分配。

第六部分 – 其他保險

若保障範圍超過「受保人」其他適用、有效及可收回的保險或賠償，「本公司」僅承擔超出其他保險或賠償承保的損失金額的部分，但前提是所有其他保險或賠償均已用盡，並受「本保單」的不保事項、條款及責任限額的規限。本保障不適用於作為分攤保險，儘管其他保險或賠償政策或合約中設有任何「非分攤」條款，應一概以本「非分攤」條款為準。

第七部分 – 盡職調查

「受保人」應盡職調查，並採取一切合理切實之措施，避免就某「受保商品」提出索償。「本公司」不會不合理地適用本條文，以避免「保單」項下之索償。

第八部分 – 虛假索償

若「受保人」在任何方面明知是虛假或欺詐的情況下提出任何索償，則該「受保人」將無權獲得「本保單」的保障或獲得「本保單」項下任何索償的付款，而保費或其任何部分均不會予以退還。

第九部分 – 一般條款

1. 除非「本公司」事先書面同意，若承受風險時存在的風險狀況出現任何重大變化，「受保人」不得就「本保單」提出索償。
2. 若因「本保單」而引致任何分歧，均應根據現行《仲裁條例》透過仲裁解決。若雙方未能就仲裁員或公斷人的選定達成一致，則應將選擇權交予香港國際仲裁中心當時的主席。明確規定，首先獲得仲裁裁決是對「保單」提起訴訟或起訴的權利的先決條件。
若「本公司」拒絕對「本保單」的索償作出賠償，而該項索償並未於拒絕賠償日期起計十二 (12) 個曆月內根據上文所述提交仲裁，則該項索償就各方面而言將被視作放棄，且日後不能再根據「本保單」提出索償。
3. 「本保單」受「香港」法律管轄並按其解釋，並須遵從「香港」法院的專有司法裁判權。
4. 「受保人」在向「本公司」提交完整的損失證明後六十 (60) 天內，不得對「本公司」採取法律行動。

第十部分 – 遵守適用的經濟和貿易制裁條例

當經貿易制裁規定或其他法規禁止「本公司」提供保險（包括但不限於支付賠償金）時，本保險將不適用。「本保單」中的所有其他條款及細則則維持不變。

安達保險香港有限公司是一間美國公司 - Chubb Limited 的子公司 / 分公司，Chubb Limited 是紐約證券交易所上市公司，因此除了歐盟、聯合國和「香港」的貿易限制之外，安達保險香港有限公司還受某些美國法律和法規的約束，這些限制可能禁止其向某些個人或實體提供保險或支付賠償，或者對某些類型的活動及某些國家 / 地區例如古巴提供保障。

第十一部分 – 安達保險個人資料收集聲明

安達保險香港有限公司（「我們」）為確保保單持有人對我們在收集個人資料方面的信心，我們於處理任何已收集的個人資料均會採取適當的保密程度及以處理私隱手法採用資料。

本個人資料收集聲明陳述我們收集及使用由閣下提供以識別閣下個人的資料（「個人資料」）的目的、個人資料可能被公開的情況及閣下有權要求查閱及更改個人資料的詳情。

(a) 收集個人資料的目的

我們收集及使用閣下個人資料的目的，是為了向閣下提供具優勢的保險產品及服務，包括用作考慮閣下投保任何新的保險產品，及管理由我們提供的保單，安排保障，及執行和管理閣下及我們在該等保障下的權利及責任。同時，我們亦會收集及使用閣下個人資料以設計及發展、建立及管理與其他機構就行政及使用我們相應的產品及服務的聯盟及其他計劃。在閣下的同意下我們亦可能使用閣下的個人資料作其他用途。

(b) 個人資料的轉讓

個人資料將予以保密，而我們亦絕對不會將閣下的個人資料售賣給第三者。我們會對公開閣下個人資料作出限定；但在任何適用的法例條文下，閣下的個人資料可能：

- (i) 會被透露予我們相信必須達成以上第一段所述目的之第三者。例如：我們把閣下的個人資料提供予我們相關的員工及承辦商、代理及其他涉及以上目的之人士，如處理數據的人士、專業人士、損失評估人員及索償調查員、醫生及其他醫療服務提供者、緊急支援服務提供者、保險局或信貸局、政府機構、分保人及分保經紀（當中可能包括在香港以外的第三方）；
- (ii) 會給我們的母公司及附屬聯營公司或安達在本地及海外的相關公司使用；
- (iii) 會提供予保險中介人，閣下可以透過指定系統查閱有關資料；
- (iv) 會給予有關人士以維持公眾安全及法紀；及
- (v) 會在閣下同意下提供予其他第三者。

就以上個人資料的轉移，如有適用的地方，則代表閣下亦同意轉移該資料到香港以外的地方。

(c) 查閱及更改個人資料

根據《個人資料（私隱）條例》，閣下有權要求查閱及更改曾給予我們的資料，另除非在個人資料（私隱）條例下有適用的豁免條款賦予我們可拒絕遵從，否則我們必須按閣下的要求，給閣下查閱及更改本身的個人資料。閣下亦可向我們要求提供持有閣下個人資料的類別。

翻查或更改個人資料的要求，必須透過書面提出及郵寄致：

安達個人資料私隱主任

香港鰂魚涌英皇道 979 號

太古坊一座 39 樓

電話 (+852) 3191 6800

傳真 (+852) 2560 3565

電郵 Privacy.HK@Chubb.com

在我們收到閣下查閱或更改個人資料的要求後，會在四十（40）天內予以回覆該項要求，我們一般將不會收取任何費用；但即使我們在提供資料時需徵收費用，該費用亦不會過高。至於更改資料的要求，則不會收取任何費用。

About Chubb in Hong Kong SAR

Chubb is the world's largest publicly traded property and casualty insurance company. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, mid-sized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by being consistent and responsive, by offering market leading claims services and 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
39/F, One Taikoo Place
979 King's Road
Quarry Bay, Hong Kong
O (+852) 3191 6800
F (+852) 2560 3565
E A&HClaims.HK@chubb.com
www.chubb.com/hk

關於安達香港

安達為全球最大的上市財產及責任保險公司，經營一般保險及人壽保險業務，透過收購其前身公司，已立足香港特別行政區超過90年。安達香港的一般保險業務（安達保險香港有限公司）為大型及中小企業客戶、以及個人客戶設計及提供特定的保險產品，包括財產險、責任險、海上險、金融險和個人保險服務。多年來，安達保險憑著其雄厚財務實力及市場領導地位，開創新的保險產品，提供優質理賠服務，建立長遠穩健的客戶關係，與時並進。

如欲獲取更多資料可瀏覽
www.chubb.com/hk。

聯絡我們

安達保險香港有限公司
香港鰂魚涌英皇道 979 號
太古坊一座 39 樓
電話 (+852) 3191 6800
傳真 (+852) 2560 3565
電郵 A&HClaims.HK@chubb.com
www.chubb.com/hk

Chubb. Insured.TM

AMEX Group Travel Insurance Plan: T&C for Extended Warranty Protection, Hong Kong SAR.
美國運通「無憂消費主義」購物保障 - 延長保障條款及細則，香港特別行政區 Published 03/2023. 03/2023 編印
©2023 Chubb. Coverages underwritten by one or more subsidiary companies. Not all coverages available in all jurisdictions. Chubb® and its respective logos, and Chubb.Insured.TM are protected trademarks of Chubb.
©2023 安達。保障由一間或多間附屬公司所承保。並非所有保障可於所有司法管轄區提供。Chubb® 及其相關標誌，以及 Chubb. Insured.TM 乃安達的保護註冊商標。