

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

Terms And Conditions For 45Days Cover

– Blue Cash<sup>®</sup> Credit Card From American Express  
and American Express<sup>®</sup> I.T Cashback Card

45日購物保障及條款

– 美國運通 Blue Cash<sup>®</sup> 信用卡  
及美國運通 I.T Cashback 卡

Policy Number 保單編號 : NAC0000038

Period of Insurance: From 1 August 2022 to 31 March  
2023 (both dates inclusive)

受保期 : 由 2022 年 8 月 1 日起至 2023 年 3 月 31 日止  
(包括首尾兩日)

CHUBB<sup>®</sup>

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The English version of this Notice shall prevail whenever there is a discrepancy between the English and Chinese versions. The document is for American Express Cardmember reference only.

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。本保單僅供美國運通卡持有人參考。

AMEX No Worries Guarantee Program: T&C for 45Days Cover - Blue Cash® Credit Card from American Express and The American Express LT Cashback Card, Hong Kong SAR. 美國運通「無憂消費主義」購物保障 45 日購物保障及條款 - 美國運通 Blue Cash® 信用卡及美國運通 LT Cashback 卡，香港特別行政區 Published 07/2022. 07/2022 編印

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© 2022 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 45Days Cover** is underwritten by Chubb Insurance Hong Kong Limited, American Express International, Inc. does not act as an agent or fiduciary for you, and American Express International, Inc. may act on behalf of the insurance provider, as permitted by law.”

Please familiarize Yourself with its contents and refer to it in the event of a claim situation. If You have any questions, please call the 45Days Cover Hotline on +852 2277 1090.

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

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These Terms and Conditions set out important information about the 45Days Cover for purchased personal property for Eligible Cardmembers. They explain the nature of the arrangement and its relevant benefits and risks.

American Express International, Inc. of 18/F, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong (‘AEII’) holds a Master Policy Number [NAC0000038] (‘Master Policy’) with the Insurer Chubb Insurance Hong Kong Limited of 39/F, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong (‘Chubb’).

Under the Master Policy, You get automatic access to the benefits detailed in these Terms and Conditions (subject to the relevant terms and conditions specified) provided by Chubb as the Insurer. You are not charged by Chubb for these benefits and can access the benefits if You are an Eligible Cardmember.

AEII is not the insurer, does not guarantee or hold this right on trust for You and does not act as agent of Chubb. AEII is not authorised to provide any advice, recommendations or opinions about this insurance to Eligible Cardmembers on behalf of Chubb. No advice is provided by Chubb on whether this insurance is suitable for Your needs, financial situation or objectives. Before deciding, You should read these Terms and Conditions carefully and contact Chubb if assistance is required.

There is no obligation to accept any of the benefits of this cover. However, if You wish to make a claim under the cover provided in the Terms and Conditions, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this documents. Please read this document carefully and store it in a safe place.

Please keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and credit card account statement showing any purchases made.

## Part I - Definitions

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### Eligible Cardmembers:

A person shall be an Eligible Cardmember under the Master Policy only if he or she is a holder of a valid Covered American Express Card.

### Covered American Express Cards:

“Covered American Express Card” means a valid Blue Cash® Credit Card from American Express and American Express® I.T Cashback Card issued and billed from Hong Kong in Hong Kong Dollar (HK\$), save and except for the following:

- American Express Network Cards issued by other banks / financial institutions.

### Master Policy Year:

“Master Policy Year” means each calendar year from 1 August to 31 March.

### Personal Property:

“Personal Property” means items purchased by an Eligible Cardmember and paid for by a Covered American Express Card.

Personal Property does not include the following type / categories of purchases:

- Cash or its equivalent, travellers cheques, tickets and any other negotiable instruments (e.g. promissory notes, stamps)
- Perishables, consumables, living creatures and plants
- Jewellery and precious stones
- One of a kind or collectors’ items such as antiques, artwork, furs, rare and precious coins, etc.
- Mechanically propelled vehicle or marine craft or airplane
- Compact Discs (CDs), Digital Video Discs (DVDs), audio and video tapes, computer software
- Mobile / cellular phones (including PDA phones), BlackBerry
- Formal wear, including but not limited to evening gowns, wedding gowns, and tuxedos
- All items which were purchased through online bidding
- All items which were purchased on the internet unless they are new and have had no previous owner
- All items which were purchased on the internet until You take permanent possession of the item (There is no cover for return shipping costs and whilst the item is in transit from the retailer)

- All items which were purchased at second hand shops or trade-in outlets (including internet retailers)
- For all items which are covered by any valid insurance (regardless of whether that other insurance is stated to be primary, contributory, excess, contingent or otherwise), Chubb, subject to all of its terms and conditions, will not be liable for any loss in whole or in part.

## Part II - "45Days Cover" - Benefits & Exclusions

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The terms of cover set out below describe the benefits provided to you as an Eligible Cardmember ("You/ Your") pursuant to the Master Policy and the terms and conditions which apply.

### Termination:

Cover will terminate at the earlier of the following:

- When Your Covered American Express Card account is closed for any reason whatsoever;
- When You die;
- On termination of the Master Policy, as mutually agreed by AEII & Chubb.

The Cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time.

### The Cover:

Subject to the terms, conditions and exclusions of this Master Policy, You will be reimbursed by Chubb for theft of or damage to Personal Property purchased with Your Covered American Express Card, provided that such theft or damage must occur within forty-five (45) days from the date on which the Personal Property is purchased.

### Special Condition:

Where the loss or damage to the Personal Property is caused by theft, You must also make a report of theft to the local police within forty-eight (48) hours after the occurrence of the theft. Failure to provide the police report will result in denial of the claim.

### Exclusions:

Chubb will not pay for any loss of or damage to Personal Property or any consequential loss, caused by or arising from any one of the following circumstances:

- Theft of or damage to items where You have failed to take sufficient care of them or have left them unsecured or outside Your reach;
- Theft from any unattended vehicle unless criminal force was applied to gain access to the stolen purchases (e.g. breaking of locks);
- Faulty or defective design, material or workmanship;
- Wear and tear however manifested (including but not limited to leakage; shrinkage, evaporation, loss of weight, contamination etc.) and/or regardless of the underlying cause (including but not limited to rust, mildew, corruption by insects or vermin);
- Any process of cleaning, drying, bleaching, dyeing, repairing, servicing, renovation and/or restoration, regardless of whether instructions for care of the product issued by the manufacturer or vendor (if any) was followed;
- Seizure, confiscation or detention of the purchases by any customs official or government authority wherever situated, regardless of whether such seizure, confiscation and/or detention is lawful and/or permanent;
- Transportation of the purchases by any means, whether by air, land or sea, whether within Hong Kong SAR or countries / regions outside Hong Kong SAR, unless the item is carried by You personally at all times in the course of transit;
- Natural disasters such as floods, tsunamis, typhoons, tornadoes, earthquakes, volcanic eruptions, etc;
- Any consequence of war (whether declared or not), invasion, military hostilities, civil war, coups, revolution, insurrection, regardless of the outcome and/or legality of such activities;
- Any act(s) of terrorism;
- Any damage caused by or contributed to by the use of nuclear, chemical and/or biological weapons, regardless of the cause(s) for which such weapons may be deployed, the party / person(s) deploying them, and/or the legality of any such deployment;
- Pressure at variance to that normally experienced on ground/surface level of the planet, i.e. atmospheric pressure (e.g. higher pressure experienced whilst diving underwater; or created by air travel at high speeds; lower pressure experienced on mountain tops);
- Radioactivity or radiation of any wavelengths, including but not limited to nuclear processes such as nuclear fission for the production of nuclear energy;
- Any mechanical or electrical breakdown;
- Participation by You in any unlawful activities, whether such activities are unlawful under the laws of Hong Kong SAR and/or the laws of the foreign location where the act(s) in question took place;
- Consequential loss arising from the loss or damage of the purchased items, including but not limited to loss of use and enjoyment.

The abovementioned causes / circumstances need not be the sole or main cause of the loss or damage in question; it is sufficient if any one of such causes / circumstances was one of the contributory factors to the loss or damage for a claim to be excluded from this benefit.

## Part III - Maximum Liability

### 1. Limits of Reimbursement

- (a) Limits of Reimbursement for the following Covered American Express Cards:
- Blue Cash® Credit Card from American Express
  - The American Express I.T Cashback Card

#### Summary of maximum liability:

Type of Covered American Express Card	Maximum per incident	Deductible per incident	Maximum number of incidents per Master Policy Year
(a) • Blue Cash® Credit Card from American Express • The American Express I.T Cashback Card	HK\$30,000 (in total for all items in any one incident)	HK\$500	3

Maximum payment per Master Policy Year is HK\$ 90,000.

### 2. Maximum payment for each item

The maximum amount that Chubb will pay You for each item is subject to the following:

- The maximum claimable amount shall not exceed the actual purchase price shown on the invoice and the billing statement of Your Covered American Express Card.
- For items which are sold in a pair or set, the maximum claimable amount is for the part of the pair or set which has been lost or damaged, without reference to any special value that such part(s) may have as forming part of a pair or set.

## Part IV - Claims and General Conditions

### 1. Reimbursement Method & Limit

Chubb will, at its absolute discretion:

- replace the lost or damaged Personal Property;
- repair or restore the Personal Property to the condition it was in prior to the event causing the loss or damage; or
- rebuild the lost or damaged Personal Property,

up to the maximum amount per item and per Master Policy Year as stated in Part III, Section 1 (a) above, after the reduction of the applicable deductible per item and subject to the conditions as stated in Part III, Section 2.

### 2. Claims Procedure

#### (a) Notification of Claim

Upon the occurrence of an event giving rise to a potential claim under this Master Policy, You must as soon as possible but in any case within forty-five (45) days of the occurrence of the event, notify the AEII/Chubb of the potential claim by one of the following means :

- either call the 45Days Cover Hotline at +852 2277 1090 ; or
- notify Chubb Insurance Hong Kong Limited in writing at the following address :  
Customer Service Department  
Chubb Insurance Hong Kong Limited  
39/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong. (F +852 2560 3565)

#### (b) Required claims documentation

In making a claim, You will need to provide:

- the original invoice of the lost or damaged Personal Property ; and
- the billing statement of Your Covered American Express Card which shows the purchase transaction of the lost or damaged Personal Property ; and
- police report if the loss or damage of the Personal Property was caused by theft ;
- photo of the damaged Personal Property.
- for online purchase, email confirmation, e-receipts showing the purchase item, details and product conditions are also required.

These are some of the required documents for claims validation. Chubb reserves the right to request that You provide any other information or documentation not specified above, if deemed necessary.

### (c) Claims Procedure

Once You have notified the claim to Chubb, the following claims procedure will apply:

- (i) American Express/Chubb will send You a Claim Form within two (2) working days after receiving the notification of claim from You.
- (ii) You then need to complete and sign the Claim Form and send it, together with the required claims documents and mail to:

Claims Department  
Chubb Insurance Hong Kong Limited  
39/F, One Taikoo Place  
979 King's Road  
Quarry Bay, Hong Kong.

### (d) Verification of Claim

- (i) You agree to co-operate fully with Chubb in the verification, assessment, valuation and/or validation of Your claim, including but not limited to providing all particulars, evidence and documents, and/or to do all such acts as Chubb may reasonably require. Any documents or evidence required by Chubb to verify the claim shall be provided You at Your own expense.
- (ii) Upon request by Chubb, You shall, at Your own expense, send the damaged item(s) to an address designated Chubb.

### (e) Conduct of the Claim

- (i) You must not admit, deny or negotiate any claim in relation to the purchase, loss and/or damage of the item(s) concerned without obtaining prior written consent from Chubb.
- (ii) Any writ, summons or other legal document relating to the purchase, loss and/or damage of the item(s) served on You if You have lodged a reimbursement claim under this benefit with Chubb in respect of the same item(s) must be forwarded to Chubb immediately. You must not acknowledge service or receipt of such legal documents.
- (iii) A breach of this condition in Part IV, Section 2 (e) "Conduct of the Claim", shall entitle Chubb to reject absolutely all and any reimbursement claim(s) made by You under this benefit in relation to the relevant item(s).

### (f) False Claims

- (i) Chubb reserves the right to reject any claim if any aspect of Your report of loss/damage is false, calculated to mislead, and/or otherwise inaccurate.
- (ii) If Chubb has, in reliance on the false, misleading or otherwise inaccurate information received, paid any monies to You under this benefit, You shall return all such monies received. This is without prejudice to any other rights and remedies which Chubb may have against You at law or equity.

## 3. Transfer of Rights

By accepting the claims payment by Chubb, You assign to Chubb absolutely and irrevocably:

- (i) all rights in relation to the Personal Property, including but not limited to the right to possess any damaged Personal Property or stolen Personal Property recovered; and
- (ii) all and any claim(s) You may have against a third party in respect of the damage or theft.

You must give Chubb all such assistance as may reasonably be requested for Chubb to perfect and secure its rights and remedies and at Chubb's request shall execute all documents necessary to enable Chubb to sue in Your name. Any recovery or salvage shall be the exclusive Personal Property of Chubb.

## 4. Privacy Statement

You understand and agree that the Personal Data collected or held by Chubb in relation to claims brought by You may be used by Chubb or disclosed to any individual or organization within or outside Hong Kong for the following purposes:

- (1) to assess and process Your claim;
- (2) to provide insurance and customer services;
- (3) to conduct insurance claims or analysis.

Under the Personal Data (Privacy) Ordinance ("PDPO"), You have the right to request access to and correction of Personal Data held by Chubb about You and Chubb 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 Chubb may refuse to do so. You may also request Chubb to inform You of the type of Personal Data held by Chubb 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

## 5. Jurisdiction

This Master Policy shall be governed and construed in accordance with the laws of Hong Kong. Any dispute under this Master Policy shall be settled in accordance with the laws of Hong Kong.

## Part V - Compliance With Applicable Economic And Trade Sanctions Laws

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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 VI - Personal Information Collection Statement

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**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 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。

「45日購物保障」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。

務請閣下理解其內容，並於申請賠償時參閱其中內容。閣下如有任何疑問，請致電「45日購物保障」熱線 +852 2277 1090。

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

本條款及細則載列有關符合資格卡會員購買個人財物的「45日購物保障」的重要資料，當中解釋安排性質及其相關保障及風險。美國運通國際股份有限公司，地址為香港太古城太古灣道 12 號 18 樓（以下簡稱「美國運通」），持有承保人安達保險香港有限公司（以下簡稱「安達保險」），地址為香港鯉魚涌英皇道 979 號太古坊一座 39 樓編號 [NAC0000038] 的主保單（以下簡稱「主保單」）。

根據主保單，閣下將自動獲得有關條款及細則詳列（須受相關規定條款及細則規限）由承保人安達保險提供的保障。安達保險不會就有關保障向閣下收取費用，如閣下為符合資格卡會員，即可享有有關保障。

美國運通並非承保人，概不為閣下作擔保或以信託形式持有該權利，亦非以安達保險代理人身份行事。美國運通未獲授權代表安達保險向符合資格卡會員提供有關本保險的任何建議、推薦或意見。

安達保險概不就本保險是否適合閣下需要、財務狀況或目標而向閣下提供建議。閣下在作出決定前，應先細閱有關條款及細則。並於必要時聯絡安達保險尋求協助。

閣下並無義務接納本保障的任何保障。惟如閣下有意根據條款及細則提供的保障提出賠償申請，則閣下將受本文件所載的釋義、條款及細則、不受保事項及申請賠償程序所限。請細閱並妥善保管本文件。

請保留任何損失的詳細資料及證明，包括但不限於顯示任何購物的售貨單據及信用卡賬單。

## 第一部份 — 釋義

### 符合資格持卡會員：

主保單下「符合資格持卡會員」須為有效受保的美國運通卡持有人。

### 受保的美國運通卡：

「受保的美國運通卡」指在香港簽發及以港幣結賬的有效美國運通 Blue Cash® 信用卡及美國運通 I.T Cashback 卡以下卡除外：  
由其他銀行或金融機構發行之美國運通聯營卡

### 主保單年：

「主保單年」指由 8 月 1 日起至 3 月 31 日止各曆年。

### 個人財物：

「個人財物」指符合資格卡會員以受保的美國運通卡簽賬購買之貨品。下列之個人財物類型 / 類別則不列入個人財物範圍之內：

- 現金或其相對物品、旅行支票、門券及任何其他可轉換票據（如本票、印花等）
- 易腐壞物品、消耗品、生物及植物
- 珠寶及寶石
- 獨一無二之項目或收藏物品，如古董、藝術品、皮草、稀有或貴重錢幣等
- 機械推動之車輛、船舶或飛機
- 光碟 (CD)、數碼光碟 (DVD)、錄音帶、錄影帶及電腦軟件
- 手提電話（包括電子手賬）、Blackberry
- 禮服，包括但不限於晚禮服、結婚禮服及燕尾服
- 所有透過網上拍賣所購買之貨品
- 所有透過網上購物所購買之貨品，除非它們是全新及沒有曾被擁有
- 所有透過網上購物所購買之貨品，直到你對該貨品有永久擁有權（運送該貨品的運費及從零售商運輸該貨品的時段是不受保障）
- 於二手或折價物品商店所購買之貨品（包括透過網上購物所購買之貨品）
- 已受任何有效保險保障之所有物品（而不論該份其他保險是屬於主要、分擔、附加、待定或其他性質的保險），受其所有條款及細則約束，安達保險概不就損失的全部或任何部分負責

## 第二部分 — 「45日購物保障」保障及不受保事項

下列保障條款載述根據主保單及適用的條款及細則，閣下作為符合資格持卡會員（簡稱「閣下」）享有的保障。

### 終止：

若下列事件（以較早者為準）發生，則此保障將終止：

- (i) 若閣下的受保的美國運通卡賬戶因任何原因而終止服務；
- (ii) 若閣下身故；
- (iii) 若經美國運通與安達保險雙方同意終止主保單。

提供之保障須受主保單的任何批註及 / 或修訂約束。

### 保障：

根據本主保單的條款、細則及不受保事項，閣下在以閣下受保的美國運通卡簽賬購買個人財物後，在簽賬購買個人財物日起計算的四十五 (45) 天內，如個人財物出現被竊或損毀的情況，安達保險將賠償閣下的損失。

### 特別條款：

假若因發生盜竊而導致個人財物損失或毀壞，閣下亦須於發生盜竊事件起計四十八 (48) 小時內向當地警方報案。如未能提供警方報告，足以令索償申請被拒。

### 不受保事項：

安達保險將不會賠償由任何以下情況所導致之個人財物損失或毀壞或由此引起的任何後繼損失，安達保險將不會作出任何賠償：

- 因閣下未有採取足夠的管理、使物品置於無人看管的狀態或離開閣下的看管範圍所導致的失竊或損失；
- 因物品置存於無人看管之車輛而導致之失竊，除非涉及有人以刑事方法接近有關物品（如爆竊）；
- 貨品設計、物料或施工上存有錯誤及缺陷；
- 可見之耗損（包括但不限於滲漏、縮小、蒸發、重量減少、污染等）並 / 或不論耗損由任何原因導致（包括但不限於生鏽、發霉、因蟲害或蟲蝕而腐蝕等）；
- 所有於清潔、乾烘、漂白、漂染、維修、補養、裝修及 / 或重組過程中所導致之損失或毀壞，不論有否依照生產商或賣方（如有）之貨品保養指引；
- 因任何海關或其他政府機構行為所致之檢取、沒收或扣留，不論所致之檢取、沒收或扣留是否合法及 / 或是永久性；
- 運送所購貨品中發生之損失，不論透過空、陸或海途徑運輸，亦不論是於香港特別行政區或香港特別行政區以外國家 / 地區之運送，除非閣下於運送全程均隨身攜帶有關物品；
- 天然災害如水災、海嘯、颱風、龍捲風、地震、火山爆發等；
- 任何因戰爭（不論有否正式宣戰）、侵略行動、軍事敵對行為、內戰、政變、革命、叛亂而導致的損失或毀壞，不論此等行動之結果及合法性；
- 任何恐怖份子之行動；
- 因使用核子、化學及 / 或生物武器而導致的損失或毀壞，不論武器因任何原因而部署，或由何方人士部署，亦不論此等武器部署是否合法；
- 跟地面 / 地球表面正常壓力（即大氣壓力）相較下之壓力異差（如潛水時所感受到之高壓力、高速航空時所產生之高壓力或於高山地區所感受到之低氣壓）；
- 任何波長之放射性活動或輻射，包括但不限於任何核子反應如生產核能時之核子分裂；
- 任何機械、電子或電路之故障；
- 閣下涉及參與任何非法行為，不論根據香港特別行政區法例及 / 或有關行為發生外國地區之法例；
- 因所購貨品損失或毀壞所導致之後繼損失，包括但不限於功能喪失或未能符合原有效用。

以上所提及之原因 / 情況毋須為導致有關損失或毀壞之唯一因素或主因；若任何以上提及之原因 / 情況被確認為導致物品損失或毀壞的影響因素，均足以令本保障的賠償申請被拒。

## 第三部分 — 最高賠償額

### 1. 賠償限額

- (a) 下列受保的美國運通卡的賠償限額：
- 美國運通 Blue Cash® 信用卡
  - 美國運通 I.T Cashback 卡

#### 最高賠償額總結：

受保的美國運通卡類別	每宗事件最高賠償金額	每宗事件的自付金額	每主保單年最多賠償事件
(a) • 美國運通 Blue Cash® 信用卡 • 美國運通 I.T Cashback 卡	港幣 30,000 元 (包括所有物品的每宗賠償總金額)	港幣 500 元	3 宗

每主保單年最高賠償金額是港幣 90,000 元

### 2. 每一物品最高賠償金額

受以下各項規限，安達保險每一物品向閣下賠償的最高金額為：

- 可申請的最高賠償金額不得超過發票及閣下受保的美國運通卡的賬單所示實際購買價。
- 對於一對或一套出售的貨品，最高可申請的賠償金額為該對或該套貨品中的損失或損壞部分，而不會參照構成該對或該套貨品的有關部分可能具有的任何特定價值。

## 第四部分 — 申請賠償及一般條款

### 1. 賠償方法與限額

安達保險將按其絕對酌情權：

- 替換遺失或損毀的個人財物；
- 修理或修復個人財物至導致遺失或毀壞的事件發生前之狀況；或
- 重置遺失或毀壞的個人財物，

惟每一物品及每一主保單年最高金額為上述第三部分章節 1(a) 所述金額（經扣除適用每一物品自付金額並須受第三部分第 2 章節所述條款規限）。

### 2. 索償程序

#### (a) 索償通知書

於發生根據本主保單可能導致潛在索償的事件時，閣下必須盡快且無論如何於該事件發生後四十五 (45) 日內，透過以下途徑通知美國運通 / 安達保險該潛在索償：

- 致電「45日購物保障」熱線 +852 2277 1090；或
- 書面通知安達保險香港有限公司，地址如下：  
香港鰂魚涌英皇道 979 號太古坊一座 39 樓  
安達保險香港有限公司  
客戶服務部（傳真 +852 2560 3565）

#### (b) 申請賠償所需文件

閣下作出賠償申請時，須提供：

- 遺失或毀壞的個人財物的發票正本；及
- 閣下的受保的美國運通卡賬單，其上顯示已遺失或毀壞的個人財物的購買交易；及
- 警方報告（假若因發生盜竊而導致個人財物遺失或毀壞）；
- 已毀壞個人財物的照片。
- 對於透過網上購物所購買之貨品必須提供電子郵件確認，電子收據顯示所購買貨品，詳情和貨品狀況。

以上為確認賠償申請所需的部分文件。安達保險保留於其視為必要的情況下要求閣下提供上列以外任何其他資料或文件的權利。

### (c) 申請賠償程序

一旦閣下通知安達保險有關賠償申請，則將適用以下申請賠償程序：

- (i) 於收到申請賠償通知起計的兩 (2) 個工作日內，美國運通 / 安達保險將向閣下寄出賠償申請表。
- (ii) 閣下須填妥並簽署該賠償申請表，連同申請賠償之所需的文件郵寄至：  
香港鰂魚涌英皇道 979 號太古坊一座 39 樓  
安達保險香港有限公司  
賠償部

### (d) 賠償申請核査

- (i) 閣下須同意於核査、評估、估值及 / 或確認申請之過程中與安達保險充分合作，包括但不限於提供所有詳細資料、證據及文件，及 / 或依循安達保險可能作出的合理指示行事。閣下須自費提供安達保險所需任何文件或證據以協助賠償核査賠償申請。
- (ii) 閣下須按安達保險之要求，將受損之物品自費運送到安達保險的指定地址。

### (e) 申請賠償操守

- (i) 在取得安達保險事先書面同意前，就有關購買、損失及 / 或壞之物件、閣下不得接受、拒絕或談判所有有關之賠償申請。
- (ii) 在是項保障下，閣下如就購買、損失及 / 或毀壞之物品向安達保險作出賠償申請，所有有關問題貨品之令狀、傳票或其他法律文件或須立即轉交安達保險。閣下不可以個人身份確認此等法律文件之送達或接收。
- (iii) 如違反此條件（即第四部分章節 2e）「申請賠償操守」），安達保險將有權完全拒絕閣下在本保障下就有關項目所作出之賠償申請。

### (f) 失實之賠償申請

- (i) 如閣下所提供的損失 / 毀壞報告於任何方面存有失實、蓄意誤導及 / 或其他不準確成份，安達保險將保留拒絕任何賠償申請之權利。
- (ii) 基於法律及持平的原則，在不侵害安達保險對閣下應有任何其他權利及補救的情況下，如安達保險已根據存有失實、誤導或其他不準確資料之報告向閣下支付任何款項，閣下須交還已收取的所有款項。

## 3. 轉移權利

當收取安達保險就申請作出的賠償款項後，閣下將絕對且不能撤銷地向安達保險轉讓以下權利：

- (i) 與該項個人財物相關的一切權利，包括但不限於對任何損壞或被竊個人財物修補後的擁有權；及
- (ii) 閣下就損壞或被竊個人財物而可向第三方提出的所有及任何索償權。

閣下須就安達保險之合理要求提供全力協助，以獲取其全部之權利及補救；另外，在安達保險要求下，閣下須簽署一切所需文件，協助安達保險以閣下名義提出訴訟。任何貨品修復或救助均屬安達保險之獨有個人財物。

## 4. 隱私聲明

閣下理解及同意安達保險就閣下提出的賠償申請而收集或持有的個人資料可由安達保險使用，或向香港境內外任何個人或機構披露以作下列用途：

- (1) 評估及處理閣下的賠償申請；
- (2) 提供保險及客戶服務；
- (3) 進行保險索賠或分析。

根據《個人資料 (私隱) 條例》，閣下有權要求查閱及更改由安達保險持有有關閣下之資料，除非安達保險可根據《個人資料私隱》條例》項下的適用豁免拒絕，否則安達保險將按閣下的要求，容許閣下查閱及更改閣下的個人資料。閣下亦可要求安達保險告知閣下安達保險所持閣下個人資料的類型。

查閱或更改個人資料的要求應以書面形式寄送至：

安達保險個人資料私隱主任 (Data Privacy Officer)  
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

## 5. 司法管轄權

本主保單受香港法律約束並據其解釋。本主保單的任何爭議均須根據香港法律解決。

## 第五部分 — 遵守適用的經濟和貿易制裁條例

當經貿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。

## 第六部分 — 安達保險個人資料收集聲明

本公司(「我們」)竭力確保受保人(「閣下」)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利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識別能吸引閣下的產品及服務, 進行市場或顧客滿意度調查, 及發展、建立及管理與其他機構就宣傳推廣、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 a 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人員使用;
- (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) 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, 則代表閣下亦同意該資料在香港以外地方轉移。

### (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, 它們也會在合理的水平。至於更改資料的要求, 則不會收取任何費用。

