

American Express No Worries Guarantee Program

Terms And Conditions
For Extended Warranty Protection

Policy Number: NAC0000013

Period of Insurance: From 15 February 2021 to 31 May
2021 (both dates inclusive)

Geographical Limits: Hong Kong

CHUBB®

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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.

Terms and Conditions

The following complimentary insurance benefits are offered by American Express International Inc. 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, American Express Cathay Pacific Elite Credit Card, American Express Cathay Pacific 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

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, American Express Cathay Pacific Elite Credit Card, American Express Cathay Pacific Credit Card or American Express Explorer Credit Card including Supplementary Cards issued by the Policyholder in Hong Kong.

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.

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.

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.

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, secondhand goods stores, mail order houses, phone order or direct sales outlets.

Operative Period of Insurance:

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

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.

Card Account:

Each American Express Card issued by the Policyholder in Hong Kong and stated in the Schedule of Benefits. 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

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.

Part II - The Cover

Where an item of Insured Merchandise is purchased by an Insured Person at a Retail Outlet within the territory 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 Operative 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 be 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 Operative 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.

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;
- purchased outside of the territory of Hong Kong and repairs completed outside the territory of Hong Kong;
- without an original manufacturer's serial number;
- all purchases made on the internet and/or through online bidding.

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 Operative 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 Operative 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;
3. original manufacturers 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 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

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 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 60 days after a fully completed proof of loss has been filed within the Company.

Part X – 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 6222
F +852 2519 3233
E Privacy.HK@chubb.com

Your request to obtain access or correction will be considered within forty (40) days of Our receipt of Your request. We will not charge You for lodging a request for 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.

About Chubb in Hong Kong SAR

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong 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 offering responsive service, developing innovative products and providing market leadership built on financial strength.

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

Contact Us

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